

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Homelessness Prevention and Rapid Re-Housing (HPRP) Sub-recipient Agreements

**DEPARTMENT:** Community Services

**DIVISION:** Community Assistance

**AUTHORIZED BY:** Michele Saunders

**CONTACT:** Pamela Martin

**EXT:** 2302

**MOTION/RECOMMENDATION:**

Award the Homelessness Prevention and Rapid Re-Housing Program (HPRP) Rapid Re-Housing Activity RFP to Community Based Care of Seminole, Inc. in the amount of \$307,000 and to Jewish Family Services of Greater Orlando, Inc. in the amount of \$75,000; and authorize the Chairman to execute the attached Agreements with these entities.

County-wide

Shirley Davis-Boyce

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**BACKGROUND:**

Under Title XII of the American Recovery and Reinvestment Act of 2009 (Recovery Act), Congress designated \$1.5 billion for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) to provide homelessness prevention assistance to households who would otherwise become homeless – many due to the economic crisis – and to provide assistance to rapidly re-house and stabilize persons who are homeless as defined by Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).

On May 12, 2009, the Board of County Commissioners, Seminole County approved the Community Services, Community Assistance HPRP substantial amendment to the Consolidated Plan 2008 Action Plan which was submitted to HUD. Of the \$1.5 billion, \$991,180 was allocated to Seminole County to provide eligible activities allowed under HPRP.

The Department of Community Services Community Assistance Division will utilize 61 percent (\$609,180) of the funds for disbursement for homelessness prevention and rapid re-housing financial assistance and housing relocation and stabilization services. The remaining 39 percent (\$382,000) is being reserved for allocation to community agencies and organizations to deliver rapid re-housing financial assistance and housing relocation and stabilization services. The County received applications from the following agencies:

- Jewish Family Services of Greater Orlando, Inc. in the amount of \$75,000
- Community Based Care of Seminole, Inc. in the amount of \$307,000.

At least 20 individuals/families will be assisted by these agencies and the balance of funding will be reallocated to other homeless individuals/families in search of housing stability.

**STAFF RECOMMENDATION:**

Staff recommends that the Board award the Rapid Re-Housing Activity RFP to Community Based Care of Seminole, Inc. in the amount of \$307,000 and to Jewish Family Services of Greater Orlando, Inc. in the amount of \$75,000; and authorize the Chairman to execute the agreements.

**ATTACHMENTS:**

1. Agreement
2. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Susan Dietrich )

**SEMINOLE COUNTY/COMMUNITY BASED CARE OF SEMINOLE, INC.  
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM  
SUBRECIPIENT AGREEMENT PROGRAM YEAR 2009-2010**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between **COMMUNITY BASED CARE OF SEMINOLE, INC.**, a non-profit corporation organized under the laws of the State of Florida, whose mailing address and principal place of business is 117 East Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SUBRECIPIENT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY has heretofore made application, submitted a plan for receipt of the Homelessness Prevention and Rapid Re-Housing Program ("HPRP") funds and entered into a contract for receipt of funding from the United States Department of Housing and Urban Development ("HUD"), pursuant to Title XII OF Division A, American Recovery and Reinvestment Act of 2009, and the implementing HPRP Program regulations set forth in Exhibit H-1, HUD Notice Docket No. FR-5307-N-01 dated March 31, 2009, and Docket No. FR-5307-N-02 dated June 8, 2009; and

**WHEREAS**, the COUNTY desires to engage SUBRECIPIENT to render certain rapid re-housing services necessary to accomplish the COUNTY's adopted 2005-2009 Consolidated Plan goals related to homelessness prevention; and

WHEREAS, the rapid re-housing activities the COUNTY intends to provide pursuant to this Agreement shall consist of financial assistance and housing relocation and stabilization services to Very Low Income Households for the purpose of affording housing stability to income eligible individuals and families; and

WHEREAS, the COUNTY and SUBRECIPIENT have determined that an essential public purpose of providing stable housing for lower income citizens of Seminole County is served by entering into this Agreement ("Agreement") to fund SUBRECIPIENT's rapid re-housing activities within Seminole County, Florida through April 30, 2012 from COUNTY's 2009-2010 Program Year HPRP allocation,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Definitions.**

(a) "CS Administrator" means the Seminole County Community Services Department Director or the Community Assistance Division Manager acting through and on behalf of the Director or their designee.

(b) "County Approval" means written approval by the CS Administrator or the Board of County Commissioners as necessary.

(c) "HPRP" - means the Homelessness Prevention and Rapid Re-Housing Program authorized by Title XII of Division A of the American Recovery and Reinvestment Act of 2009.

(d) "HPRP regulations" - means HUD Notice Docket No. FR-5307-N-01 dated March 31, 2009 and supplemental, additional or successor provisions.

(e) "Financial Assistance and Housing Relocation and Stabilization Services" - means those subsidized and funded assistance activities authorized under HPRP regulations involving SUBRECIPIENT, including particularly the rapid re-housing activities as defined herein and therein.

(f) "Very Low Income" - means gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

**Section 3. Statement of Work.** SUBRECIPIENT, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services as implied, described, referred to or governed by Exhibit "A", the General Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT and in accord with the HPRP Conflict of Interest Policy set forth in Exhibit "H-1", also attached hereto and incorporated herein by reference. SUBRECIPIENT shall also strictly adhere to the Habitability Standards

set forth as a part of Exhibit "H-1" to this Agreement and incorporated herein by reference.

**Section 4. Term.** This Agreement shall be effective upon execution by both parties and shall automatically terminate on June 30, 2012, unless otherwise amended or extended by mutual, written agreement of the parties. COUNTY shall pay SUBRECIPIENT only for the HPRP services described in Exhibit "A" commencing upon execution hereof and completed by April 30, 2012. The COUNTY shall not be responsible for payment to SUBRECIPIENT for any HPRP related charges, claims, or demands for any period ending after June 30, 2012 and not received by COUNTY within thirty (30) days thereafter. All of such payments shall conform to the Project Budget set forth as Exhibit "B", attached hereto and incorporated herein by reference. The requirements set forth in Sections 12, 13, 14, 16, 20 and 23 hereunder shall survive the term of this Agreement as a whole.

**Section 5. Consideration and Limitation of Costs.**

(a) Subject to SUBRECIPIENT's performance under Sections 3 and 4 above, and its compliance with HPRP regulations, COUNTY shall pay SUBRECIPIENT for the services described in Exhibit "A" to this Agreement an amount up to but not exceeding THREE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS (\$307,000.00) as set forth in Exhibit "B".

(b) The COUNTY has allocated THREE HUNDRED SEVEN AND NO/100 DOLLARS (\$307,000.00) of its funds for SUBRECIPIENT's performance of this Agreement. The COUNTY shall reimburse SUBRECIPIENT for the services rendered under this Agreement up to be not exceeding THREE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS (\$307,000.00). In the event

that SUBRECIPIENT does not require the full amount of THREE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS (\$307,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY funded projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days.


**Section 6. Requests for Disbursement of Funds and Required Reporting.**

(a) Payments to SUBRECIPIENT by the COUNTY shall be on a monthly invoice basis and shall be contingent upon SUBRECIPIENT's timely submittal of acceptable documentation to the COUNTY on or before the fifteenth (15<sup>th</sup>) day of each month during the term of this Agreement. Such required documentation shall include the following:

(1) Verification that each household assisted by SUBRECIPIENT with funding derived under this Agreement qualifies as a Very Low Income Household. Such reports shall be updated each month for any new additions or deletions to the list of clients assisted by SUBRECIPIENT but need not include verification for current clients already being served for which such documentation has already been provided. Notwithstanding the foregoing, all HPRP assisted households shall be re-certified by SUBRECIPIENT every three (3) months for continued HPRP eligibility.

(2) SUBRECIPIENT shall submit a completed Request for Payment Form attached hereto and incorporated herein as Exhibit "C", as a precondition for COUNTY to initiate the payment process. Such

Form shall be submitted with a letter of transmittal on SUBRECIPIENT's letterhead, signed by its Executive Director. All payment requests shall include statements of all rent costs, deposit subsidies and administrative expenses services for the current report period categorized by budget line item and consistent with the requirements of Exhibits "B" and "C" including supporting documentation such as invoices and rent or deposit receipts.

(3) SUBRECIPIENT shall provide the COUNTY a completed Monthly Report which is a monthly participant roll summarizing the amount of the COUNTY's HPRP funds obligated and expended for each household assisted. The Monthly Report Form, attached hereto and incorporated herein as Exhibit "D," shall be submitted to COUNTY within fifteen (15) days after the end of each month. Further, SUBRECIPIENT shall provide the  COUNTY a completed End of Quarter Report Form, attached hereto and incorporated herein by reference as Exhibit "E," to the COUNTY within six (6) days after the end of each respective quarter. Included in Exhibit "D" and Exhibit "E" shall be a summary of demographic data for each housing unit identified for assistance and each HPRP activity. The COUNTY shall be provided copies and transcriptions of any records deemed necessary by the COUNTY to accomplish the foregoing process.

(b) Payments to SUBRECIPIENT shall be as soon as practicable; provided, however, that if SUBRECIPIENT has performed services in full compliance with this Agreement, HPRP regulations, and applicable laws, rules and regulations, payment shall be made by the COUNTY to



SUBRECIPIENT within thirty (30) days of receipt of acceptable documentation by the COUNTY.

(c) All receipts and disbursements by SUBRECIPIENT shall be fully documented to the satisfaction of the COUNTY so as to be available upon request for inspection or audit in accordance with this Agreement and Federal and State law, as applicable, or as otherwise may be reasonably required by the COUNTY.

(d) SUBRECIPIENT shall, in conjunction with the final payment request, transfer to COUNTY a full and complete copy of all client files, project files and all other documents related to any funding hereunder provided by COUNTY. SUBRECIPIENT shall also provide the COUNTY, within thirty (30) days after completion of all services to be performed hereunder, a completed End of Project Report, attached hereto and incorporated herein by reference as Exhibit "F."

(e) Within thirty (30) days after completion of all services to be performed hereunder, SUBRECIPIENT shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. Such statement shall be presented in a format consistent with that prescribed by subsection 6(a)(3), above. The COUNTY shall not be responsible for payment to SUBRECIPIENT of any charges, claims, or demands for any period ending after June 30, 2012 and not received by COUNTY within thirty (30) days thereafter.

(f) SUBRECIPIENT shall utilize the Seminole County Community Services Department/Community Assistance Division Format for Calculating Adjusted Income, attached hereto and incorporated herein by reference as Exhibit "G" in its provision of services hereunder. The COUNTY shall

have access to and be provided copies and transcripts of SUBRECIPIENT's records for activities and services performed during the term of this Agreement as necessary for the COUNTY or HUD to determine compliance with HPRP regulations and this Agreement.

(g) As an express condition of receiving continued payment of HPRP funds from COUNTY, SUBRECIPIENT shall meet and adhere to the following timetable for completion and expenditure of funds:

(1) February 1, 2010 - \$61,400.00 of HPRP funds expended.

(2) August 1, 2010 - an additional \$61,400.00 of HPRP funds expended with cumulative total expenditures of not less than \$122,800.00.

(3) February 1, 2011 - an additional \$61,400.00 HPRP funds expended with cumulative total expenditures of not less than \$184,200.00.



(4) August 1, 2011 - an additional \$61,400.00 HPRP funds expended with cumulative total expenditures of not less than \$245,600.00.

(5) April 1, 2012 - expenditure of remaining \$61,400.00 HPRP funds with cumulative total expenditures of not less than \$307,000.00.

Failure to meet or adhere to the above performance completion dates shall be deemed a breach of this Agreement and may, at the sole option of COUNTY, result in termination of this Agreement, denial of future payment requests, or initiation of other available remedies pursuant to Sections 21 through 23, respectively, of this Agreement.

**Section 7. Unavailability of Funds.** If the COUNTY learns that funding from the Federal government cannot be obtained or continued, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SUBRECIPIENT as provided in Section 28 herein. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SUBRECIPIENT after SUBRECIPIENT has received such notice of termination. In the event there are any unused or returned HPRP funds, SUBRECIPIENT shall promptly refund those funds to the COUNTY.

**Section 8. Compliance with Federal and State Law and Uniform Administrative Requirements.** SUBRECIPIENT shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

(1) Title 24, Code of Federal Regulations, Part 92, "Regulations Relating to Housing and Urban Development", including particularly the parts and sections identified below;

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968"; and

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped".

(b) Uniform Administrative Requirements.

(1) "OMB Circular A-87 "Cost Principles For State, Local and Indian Tribe Governments";

(2) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations"; and

(3) If applicable, OMB Circular No. A-133, addressing auditing procedures involving grants and aggregated Federal assistance of more than \$500,000.00.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

- (1) 24 CFR 84.2 - "Definitions";
- (2) 24 CFR 84.5 - "Subawards";
- (3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";
- (4) 24 CFR 84.21 - "Standards for Financial Management Systems";
- (5) 24 CFR 84.22 - "Payment";
- (6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";
- (7) 24 CFR 84.30 - "Purpose of Property Standards";
- (8) 24 CFR 84.31 - "Insurance Coverage";
- (9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship";

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";

(12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";

(13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HPRP Program Requirements. SUBRECIPIENT shall fully comply with the HPRP regulations, contained within Exhibit H-1 and Exhibit H-2, attached hereto and incorporated herein by reference.

(e) Compliance with State and Local Laws and Regulations. During the execution and implementation of this Agreement, SUBRECIPIENT shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SUBRECIPIENT shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors, or employees pursuant to said statutes;

(2) Chapter 119, Florida Statutes - "Public Records";

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY; and

(4) SUBRECIPIENT shall comply with the Local Relocation and Anti-displacement Policy (the "Policy"), as adopted by the COUNTY. Should SUBRECIPIENT's performance during this Agreement necessitate, as determined by applicable Federal regulations, particularly as to compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SUBRECIPIENT shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall actively oversee, implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the SUBRECIPIENT be found to have violated or attempted to violate the Act and/or the Policy, SUBRECIPIENT shall be in default of this Agreement and COUNTY may unilaterally terminate this Agreement and seek appropriate remedies pursuant to Section 23 hereof.

**Section 9. Amendments to Agreement.** This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. Except for changes with respect to Section 28 as explained below, changes to any other covenants, exhibits, conditions of performance or the term of this Agreement shall only be made by formal, written amendment to this instrument. A change in the parties designated for notice pursuant to Section 28 hereof may be made by written notice sent via U.S. Mail to the other party and without the

need for formal amendment to this Agreement. Any such notice of a change in the person(s) designated for notice shall be attached to each party's copy of this Agreement and shall be deemed effective three (3) business days subsequent to the postmark date.

**Section 10. Project Publicity.** Any news release, project sign or other type of publicity pertaining to HPRP funded hereunder shall recognize the Seminole County Board of County Commissioners as the recipient funded by HUD and providing funds to SUBRECIPIENT.

**Section 11. Management Assistance.** The CS Administrator or designee shall be reasonably available to SUBRECIPIENT to provide guidance on HPRP regulations; provided, however, that this provision shall not be construed as giving legal advice to SUBRECIPIENT or relieving SUBRECIPIENT from any duties or obligations set forth herein.



**Section 12. Maintenance of Records.**

(a) SUBRECIPIENT shall, at a minimum, maintain all records required by applicable Federal, State and local laws, regulations and procedures.

(b) SUBRECIPIENT shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of HPRP funds and compliance with this Agreement.

(c) SUBRECIPIENT shall maintain all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid by SUBRECIPIENT on behalf of income qualified tenants;

(2) Items purchased and paid for through standard procedures adopted by SUBRECIPIENT: invoices and copies of canceled checks;

(3) Agreements and leases, including the contract itself, billings and copies of canceled checks.

(d) If receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per year from all Federal sources, SUBRECIPIENT shall perform an annual audit of HPRP activities in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of these funds shall be provided to the COUNTY and the CS Administrator. The audit shall include an opinion of compliance or non-compliance with the regulations listed in Section 8 of this Agreement.

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. SUBRECIPIENT shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law; provided, however, that if litigation ensues from any matter arising pursuant to this Agreement, such records shall be maintained until the litigation is concluded, even if longer than five (5) years.



**Section 13. Non-Expendable Property.** Any grant funded, non-expendable personal property acquired by SUBRECIPIENT to perform the projects stated herein and approved by the COUNTY hereunder shall be subject to Federal, State and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any grant funded non-expendable personal property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

**Section 14. Liability.** Except for HPRP payments as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to SUBRECIPIENT in connection with the services SUBRECIPIENT performs hereunder, or for debts or claims of any type whatsoever accruing to such parties against SUBRECIPIENT. This Agreement shall not create a contractual relationship, either express or implied, between the COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to SUBRECIPIENT as a result of services or payments provided hereunder.

**Section 15. Subcontracts, Subcontractors and Performance Bonds.**

(a) All contracts made by SUBRECIPIENT to perform the activities described in Exhibit "A" shall comply with applicable laws, rules and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which SUBRECIPIENT wishes to subcontract must be approved in writing by the CS

Administrator and may not exceed the financial restraints set forth in Section 5 and Exhibit "B" of this Agreement.

(b) SUBRECIPIENT shall remain fully responsible for the adequacy of goods and services rendered by subcontractors, vendors or other professional associates. All subcontractors or other outside professionals retained by SUBRECIPIENT shall be pre-approved by COUNTY before SUBRECIPIENT enters into any contract with such outside subcontractors or vendors. SUBRECIPIENT shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. Approval or disapproval shall be in writing and signed by the CS Administrator. SUBRECIPIENT shall be fully responsible for the prompt payment of such vendors, contractors and subcontractors and for prompt removal of any liens that may be filed by such persons. All subcontractors and other vendors utilized by SUBRECIPIENT shall be properly licensed and insured. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

(c) All contractors and subcontractors hired or retained by SUBRECIPIENT shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services comprising the services provided hereunder. For the duration of the term hereof, SUBRECIPIENT shall furnish COUNTY with a copy of the subject performance bond(s) in the required amounts. To the extent any special increase in service costs is approved by COUNTY, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the

date SUBRECIPIENT enters into a binding agreement for the contracted goods and services and before the commencement of any work under those contracts. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, SUBRECIPIENT shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

#### **Section 16. Indemnification.**

(a) Subject to paragraph 13(c) below, SUBRECIPIENT shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to SUBRECIPIENT or whomsoever, resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; any act or omission of SUBRECIPIENT in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the

insurance required hereunder or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT at the address provided hereinafter. Upon receiving such notice, SUBRECIPIENT, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in SUBRECIPIENT's defense of any such action, suit or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern all matters of tort liability and limitations on damages as to COUNTY and nothing in this Agreement shall be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in said Statute, anything else in this section or elsewhere in this Agreement to the contrary notwithstanding.

**Section 17. Insurance.** SUBRECIPIENT shall ensure that either its insurance coverage or self-insurance program and the insurance coverage of its contracted agents and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. SUBRECIPIENT shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations.

SUBRECIPIENT shall require all such persons to name both SUBRECIPIENT and the COUNTY as additional insureds in the insurance policy required hereunder and to provide proof of adequate insurance at or prior to the time of commencement of services or goods to SUBRECIPIENT.

**Section 18. Non-Assignability.** Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other party.

**Section 19. Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**Section 20. Program Income.** In the event that any program income (returned funds) is received by SUBRECIPIENT during or after the term of this Agreement, SUBRECIPIENT shall immediately return such monies to the COUNTY.



**Section 21. Suspension and Termination.** This Agreement may be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R. sections 85.43 and 85.44, or other good cause by the COUNTY. Notice thereof shall be provided pursuant to this Agreement.

**Section 22. Breach of Agreement.**

(a) Any failure to comply with HPRP, or other terms of this Agreement shall constitute a breach of this Agreement. In the event of a breach by SUBRECIPIENT, County shall have the option to terminate or suspend this Agreement and to seek the remedies allowed by Section 23 hereof.

(b) Should any of the funds paid by the COUNTY pursuant to this Agreement be misused or misappropriated by SUBRECIPIENT, such

occurrence shall be an event of default hereunder. Said funds shall be immediately due and payable to the COUNTY. The COUNTY may send a letter to SUBRECIPIENT demanding payment of said monies which may be recorded in the Official Land Records so as to constitute a lien on any and all of SUBRECIPIENT's personal property to the extent allowed by law, as provided in Section 23(g) of this Agreement.

**Section 23. Enforcement of Agreement and Remedies.** Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SUBRECIPIENT pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another homelessness prevention and rapid re-housing program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SUBRECIPIENT;
- (d) Demand SUBRECIPIENT immediately repay any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of SUBRECIPIENT's monetary or other personal property. To create such a lien, the COUNTY shall send a letter to SUBRECIPIENT demanding refund of any monies expended to SUBRECIPIENT pursuant to this Agreement. Said letter shall be recorded

in the public records of Seminole County and, to the extent allowed by law, shall thereafter constitute a lien upon SUBRECIPIENT's real and personal property.

(h) Initiate of a suit in law or equity in a court of competent jurisdiction to obtain any available remedy.

**Section 24. Reversion of Assets.** Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the COUNTY any HPRP funds remaining and any accounts receivable attributable to the use of HPRP funds pursuant to 24 C.F.R. section 92.504(c)(2)(vii). SUBRECIPIENT shall not be allowed to acquire any real property from HPRP funds allocated to SUBRECIPIENT under this Agreement.

**Section 25. Certification Regarding Lobbying.** SUBRECIPIENT certifies by its signature hereunder, that to the best of its knowledge and belief:



(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

(b) If any funds other than HPRP funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or

employee of Congress, or any employee of a member of Congress in connection with this Agreement, SUBRECIPIENT shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

**Section 26. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any responsibility of SUBRECIPIENT provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

**Section 27. Entire Agreement and Effect on Prior Agreement.** This instrument and the Exhibits attached hereto constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, notice shall be sent to:



**For COUNTY:**

CS Administrator  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For SUBRECIPIENT:**

Community Based Care of Seminole, Inc.  
117 East Lake Mary Boulevard  
Sanford, Florida 32773

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

**Section 29. Third Party Beneficiaries.** Other than HPRP assisted households, there are no third party beneficiaries under this Agreement.

**Section 30. Equal Opportunity Employment.** SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 31. Conditions Precedent.** The parties hereto each represent to the other that they have done all things necessary as conditions precedent to the execution of this instrument and that the

persons whose signatures appear below have the legal authority to execute same on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date hereinabove first written.

ATTEST:

[Signature], Secretary

COMMUNITY BASED CARE OF  
SEMINOLE, INC.

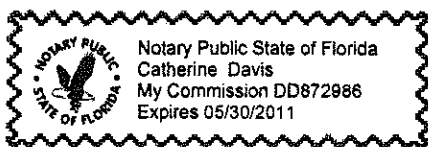
By: [Signature], President

Date: 9/8/09

STATE OF FLORIDA     ]  
COUNTY OF SEMINOLE   ]

I HEREBY CERTIFY that, on this 8<sup>th</sup> day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Glen Casel and Kip Beacham, as President and Secretary, respectively, of **COMMUNITY BASED CARE OF SEMINOLE, INC.**, non-profit corporation organized under the laws of the State of Florida, ☒ who are personally known to me or ☐ who have produced \_\_\_\_\_, as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation.

(NOTARY SEAL)



Print Name: Catherine Davis  
Notary Public in and for the  
County and State Aforementioned

[Balance of this page intentionally blank; signatory page continues]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2009, regular meeting.

\_\_\_\_\_  
County Attorney

SED/dre  
08/31/09

Attachments:

|               |  |
|---------------|--|
| Exhibit "A"   | General Scope of Services  |
| Exhibit "B"   | Project Budget Form  |
| Exhibit "C"   | Request for Payment Form   |
| Exhibit "D"   | Monthly Report Form  |
| Exhibit "E"   | End of Quarter Report Form   |
| Exhibit "F"   | End of Project Report Form   |
| Exhibit "G"   | Seminole County Community Services Department<br>/Community Assistance Division Form for<br>Calculating Adjusted Income Form |
| Exhibit "H-1" | HRPR Program Regulations [Docket No. FR-5307-N-01]   |
| Exhibit "H-2" | HRPR Program Regulations [Docket No. FR-5307-N-02]   |

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## **EXHIBIT A**

### **GENERAL SCOPE OF SERVICES**

*All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.*

#### Generally:

The Recovery act included a \$1.5 billion appropriation for the Homelessness Prevention and Rapid Re-Housing Program (HPRP). The purpose of the HPRP is to provide homelessness prevention assistance for households who would otherwise become homeless and rapid re-housing assistance for persons who are homeless. The U.S. Department of Housing and Urban Development (HUD) expects that resources will be targeted to serve households that are most in need and that are most likely to achieve stable housing. The overall goal of HPRP is to rapidly transition program participants to stability, either through their own means or through public assistance, as appropriate. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive services needs of households that affect housing stability. Assistance should be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability.

The funds under the program are intended to target two populations of persons facing housing instability: (1) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary assistance to maintain housing (prevention); and (2) individuals and families who are experiencing homelessness (as defined by the McKinney-Vento Homeless Assistance Act) and need temporary assistance in order to obtain, remain and maintain housing (rapid re-housing).

The purpose of this scope of services is to deliver rapid re-housing financial assistance and housing relocation and stabilization services to Low Income individuals and families who are experiencing any of the following conditions:

- residing in emergency/transitional shelters,
- families or individuals residing with children/youth in motel rooms,
- living on the street,
- those who share housing of others due to loss of housing, economic hardship, or similar reasons,

and need temporary assistance in order to obtain housing and retain it.

#### Specific Obligations:

1. SUBRECIPIENT shall locate and provide financial assistance and housing relocation and stabilization assistance. This assistance will be utilized for 80-95% homeless families, as defined by the McKinney-Vento Homeless Assistance Act, with children in Seminole County Public Schools. The remaining assistance will be provided to homeless families,

as defined by the McKinney-Vento Homeless Assistance Act, with children in Seminole County.

2. SUBRECIPIENT shall ensure that the households receiving assistance meet all of the following conditions:
  - a. Household must be homeless as defined by the McKinney-Vento Homeless Assistance Act.
  - b. Household must be at or below 50 percent of the Area Median Income (AMI).
  - c. Households that are likely to sustain housing after the HPRP subsidy ends.
3. The SUBRECIPIENT shall utilize a process to assess, for all potential program participants, their level of service need, other resources available to them, and the appropriateness of their participation in the rapid re-housing assistance portion of the HPRP. A copy of the results for each initial assessment shall be made available at the County's request.
4. Initially, assistance will be offered to no more than 20 homeless families. Subject to County's approval and funding availability, additional homeless families can be accepted into the program after the estimated funding requirements of the initial 20 homeless families is determined.
5. Exhibit B to the Agreement contains the initial budget allocations for each HPRP activity covered by this agreement. Requests for adjustments to the budget allocations must be in writing and contain justification for the request. Budget allocation changes must be approved in writing by the Community Assistance Division Manager.
6. Financial Assistance. Financial assistance is limited to the following activities and their accompanying requirements:
  - a. Rental Assistance
    - i. Tenant-based rental assistance can be used to allow individuals and families obtain and remain in a rental unit they select.
    - ii. Monthly rental subsidy is limited to the lesser of the rent amount over 30% of the applicant's monthly calculated adjusted income or \$800. Utilize Exhibit "G" to calculate the monthly adjusted income.
    - iii. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months.
    - iv. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4 to 18 months.
    - v. No program participant may receive more than 18 months of assistance under HPRP.
    - vi. Program participants must re-certify their eligibility at least once every three months.

- vii. Since this agreement is limited to the rapid re-housing of homeless individuals and families, the payment of rental arrearages is not an authorized expense, without the written authorization of the COUNTY.
  - viii. Rental assistance paid cannot exceed the actual rent cost, which must be in compliance with HUD's standard of "rent reasonableness" as defined on page 15 of Exhibit H-1, HUD's Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009 (Docket No. FR-5307-N-01).
  - ix. Organizations providing rental assistance with HPRP funds are required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. The habitability standards contained in Appendix C of Exhibit H-1. Documentation of completed inspections must be maintained in the client's file.
  - x. Rental assistance payments cannot be made on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided through another federal, state, or local housing subsidy program.
- b. Security and Utility Deposits
- i. HPRP funds may be used to pay for security deposits, including utility deposits, for eligible program participants.
  - ii. Security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types.
- c. Utility Payments
- i. HPRP funds may be used for up to 18 months of utility payments for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company.
  - ii. Since this agreement is limited to the rapid re-housing of homeless individuals and families, the payment of utility arrearages is not an authorized expense, without a written authorization from the COUNTY.
- d. Moving Cost Assistance. HPRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the program participant is in housing, whichever is shorter.

- e. Motel and Hotel vouchers. HPRP funds may be used for reasonable and appropriate motel and hotel vouchers for up to 30 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants.
7. Housing Relocation and Stabilization Services. HPRP funds may be used for services that assist program participants with housing stability and placement. These services are limited to the following eligible activities:
- a. Case Management
    - i. HPRP case management funds may be used for activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability.
    - ii. Component services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP financial assistance.
  - b. Outreach and Engagement
    - i. Services or assistance designed to market or publicize this program are not funded under this agreement.
  - c. Housing Search and Placement
    - i. HPRP housing search and placement funds may be used for services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing.
    - ii. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangement; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.
  - d. Legal Services
    - i. HPRP funds may be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues.
    - ii. Legal services related to mortgages are not eligible.
    - iii. Since this agreement is limited to the rapid re-housing of homeless individuals and families, the payment for legal services is not an authorized expense, without a written authorization from the COUNTY.

- e. Credit Repair – HPRP funds may be used for services that are targeted to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving personal credit issues.
- 8. Data Collection and Evaluation. All data collection and evaluation activity will be provided by the subrecipient to input into the COUNTY's HMIS system.
- 9. Administrative Costs. There will be no Administrative Cost reimbursements connected to this agreement.
- 10. Other Ineligible and Prohibited Activities. HPRP funds may not be used to pay for any of the following items:
  - a. Mortgage costs
  - b. Child Care
  - c. Employment Training
  - d. Construction or rehabilitation
  - e. Credit card bills or other consumer debt
  - f. Car repair or other transportation costs
  - g. Travel costs
  - h. Food
  - i. Medical or dental care and medicines
  - j. Clothing and grooming
  - k. Home furnishings
  - l. Pet care
  - m. Entertainment activities
  - n. Work or education related materials
  - o. Cash assistance to program participants
- 11. Both COUNTY and SUBRECIPIENT shall jointly monitor the progress towards housing stability of families/individuals receiving assistance under the terms of this agreement. This monitoring and case review will occur at least quarterly.
- 12. No SUBRECIPIENT board member, employee or any related family member of either shall receive or obtain gain, profit, or benefit in the form of a commissions, fees, or payment for any other related product or service funded under this Agreement.
- 13. SUBRECIPIENT shall submit completed monthly reports in the form of Exhibit "D" to the Agreement to the COUNTY by the fifteenth (15<sup>th</sup>) day of each month after execution of this Agreement and shall continue to submit these reports until all funds have been expended or returned to the County.
- 14. SUBRECIPIENT shall submit Program Measures on a quarterly basis in the form of Exhibit "E". Information must be reported to the COUNTY by the 6<sup>th</sup> day following the end of each quarter for the term of this agreement. The first quarter under this agreement is December 31, 2009, which represents the period October 1 through December 31, 2009. The information must be reported to the COUNTY by January 6, 2010. The following categories apply:
  - a. Funds obligated



- i. Quantifies efficiency and timeliness by measuring the dollar amount of funds obligated by sub-grantee on a quarterly basis.
  - b. Funds expended
    - i. Quantifies efficiency and timeliness by measuring the dollar amount of funds expended by sub-grantee on a quarterly basis.
  - c. Number of jobs created or retained
    - i. Tracks the number of jobs (FTEs) created or retained through program activity each quarter.
    - ii. Actual FTEs (actual hours that new/retained employee worked since the program inception divided by the sum of number of quarters since the program inception x 520) will be measured against the estimate of how many jobs would be created by the ORGANIZATION with the implementation of the HPRP.
  - d. Number of participants receiving rapid re-housing assistance
    - i. Measures program success in contributing to HUD's goal of preventing homelessness by tracking the number of people receiving rapid re-housing assistance each quarter.
  - e. Number and percentage of program participants stably housed at exit after receiving rapid re-housing assistance
    - i. Measures success of program's rapid re-housing assistance services by tracking the number and percentage of program participants stably housed at exit after receiving rapid re-housing assistance.
  - f. Number and percentage of program participants who have stable and sustained housing.
    - i. Measures success of program's rapid re-housing assistance services by tracking the number and percentage of program participants that have stable and sustainable housing for 6 months past program completion.
15. At the conclusion of all required services under the Agreement, SUBRECIPIENT shall submit the End of Project Report in the form of Exhibit "F" to the Agreement.

**EXHIBIT "B"**

**PROJECT BUDGET**

**Community Based Care of Seminole, Inc**

**HPRP – Rapid Re-housing**

| <b>Activity</b>                                      | <b>Budget</b>       |
|--|---------------------|
| <b>Financial Assistance</b>                          |                     |
| Short-term or Medium-term Rent/Utility Assistance    | \$177,000.00        |
| Security or Utility Deposits                         | \$16,000.00         |
| Moving Cost Assistance                               | \$0.00              |
| Motel and Hotel Vouchers                             | \$12,000.00         |
| <b>Housing Relocation and Stabilization Services</b> |                     |
| Case Management                                      | \$102,000.00        |
| Housing Search & Placement Services                  | \$0.00              |
| Legal or Mediation Services                          | \$0.00              |
| Credit Repair  | \$0.00              |
| <b>Total</b>   | <b>\$307,000.00</b> |

Changes to an Activity's budgeted amount must be approved in writing by the Community Assistance Division Manager. Total budget is not to exceed \$307,000.00.

# EXHIBIT "C"

## REQUEST FOR PAYMENT

Community Based Care of Seminole, Inc.

### HPRP – Rapid Re-housing

Subrecipient: Community Based Care of Seminole, Inc.

Name of Activity: HPRP – Rapid Re-housing

Contact Person: \_\_\_\_\_

Payment Request No: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

| Rapid Re-housing Sub-Activities                            | (A)<br>Budget<br>Amount | (B)<br>Previous<br>Total Paid to<br>Date | (C)<br>Payment<br>Amount<br>this Request | (D)<br>(D Equals B Plus C)<br>This Total equals<br>Paid<br>To Date | (A Minus D)<br>Budget<br>Balance |
|--|-------------------------|--|--|--|----------------------------------|
| Short-term or<br>Medium-term<br>Rent/Utility<br>Assistance |                         |  |  |  |                                  |
| Security or<br>Utility Deposits                            |                         |  |  |  |                                  |
| Moving Cost<br>Assistance                                  |                         |  |  |  |                                  |
| Motel and Hotel<br>Vouchers                                |                         |  |  |  |                                  |
| Case<br>Management   |                         |  |  |  |                                  |
| Housing<br>Search &<br>Placement<br>Services               |                         |  |  |  |                                  |
| Legal or<br>Mediation<br>Services                          |                         |  |  |  |                                  |
| Credit Repair  |                         |  |  |  |                                  |
| <b>TOTAL</b>   | \$307,000.00            |  |  |  |                                  |

Attach a copy of all supporting documentation for this Payment Request

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBIT "D"

## MONTHLY REPORT

Community Based Care of Seminole, Inc.

HPRP -- Rapid Re-housing

Status Report for Month of \_\_\_\_\_

### I. SUBRECIPIENT INFORMATION

Subrecipient: Community Based Care of Seminole, Inc. Contact Person: \_\_\_\_\_ Telephone \_\_\_\_\_

### II. BUDGET STATUS

| ACTIVITY   | (A)<br>Budget Amount | (B)<br>Previous Total<br>Paid to Date | (C)<br>Payments this<br>Month | (D)<br>(D Equals B Plus C)<br>Total Paid to Date | Outstanding<br>Obligations | (A Minus D)<br>Budget Balance |
|--|----------------------|---------------------------------------|-------------------------------|--|----------------------------|-------------------------------|
| Short-term or<br>Medium-term<br>Rent/Utility<br>Assistance |                      |                                       |                               |  |                            |                               |
| Security or Utility<br>Deposits                            |                      |                                       |                               |  |                            |                               |
| Moving Cost<br>Assistance                                  |                      |                                       |                               |  |                            |                               |
| Motel and Hotel<br>Vouchers                                |                      |                                       |                               |  |                            |                               |
| Case Management  |                      |                                       |                               |  |                            |                               |
| Housing Search &<br>Placement<br>Services                  |                      |                                       |                               |  |                            |                               |
| Legal or Mediation<br>Services                             |                      |                                       |                               |  |                            |                               |
| Credit Repair  |                      |                                       |                               |  |                            |                               |
| TOTAL  | \$307,000.00         |                                       |                               |  |                            |                               |

**EXHIBIT "D"**

**MONTHLY REPORT**

**Community Based Care of Seminole, Inc.**

**HPRP – Rapid Re-housing**

Status Report for Month of \_\_\_\_\_

III. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

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Any other special accomplishments:

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Signed: \_\_\_\_\_

# EXHIBIT "E"

## END OF QUARTER REPORT

Community Based Care of Seminole, Inc.

### HPRP – Rapid Re-housing

| For the Quarter Ending | Funds Obligated | Funds Expended | Number of Jobs Created or Retained | Number of Participants Receiving Rapid Re-housing Assistance | Number and Percentage of Program Participants Stably Housed at Exit after Receiving Rapid Re-housing Assistance | Number of Program Participants Not Completing Program |
|------------------------|-----------------|----------------|------------------------------------|--|---|---|
| December 31, 2009      |                 |                |                                    |  |   |   |
| March 31, 2010         |                 |                |                                    |  |   |   |
| June 30, 2010          |                 |                |                                    |  |   |   |
| September 30, 2010     |                 |                |                                    |  |   |   |
| December 31, 2010      |                 |                |                                    |  |   |   |
| March 31, 2011         |                 |                |                                    |  |   |   |
| June 30, 2011          |                 |                |                                    |  |   |   |
| September 30, 2011     |                 |                |                                    |  |   |   |
| December 31, 2011      |                 |                |                                    |  |   |   |
| March 31, 2012         |                 |                |                                    |  |   |   |
| June 30, 2012          |                 |                |                                    |  |   |   |

Reasons for non-completion of program -

**Note: Report must be submitted to the County within 6 days of the end of Each Quarter**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT "F"

## END OF PROJECT REPORT

Community Based Care of Seminole, Inc.

### HPRP – Rapid Re-housing

Type of service provided:

Rapid Re-housing

Measurement #1 - Total number of families/individuals who received rapid re-housing assistance that were stably housed at their exit from the rapid re-housing program: \_\_\_\_\_

Measurement #2 - Total number of families/individuals who received rapid re-housing assistance: \_\_\_\_\_

Objective: Stable Housing – family or individual that is residing in a place of their own.

Outcome: Sustainability – ability to afford their housing without government subsidy for a minimum of 6 months after completion of program.

| Measure -ment | White/Hispanic | Black/African American/Hispanic | Asian/Hispanic | American Indian/Alaskan Native/Hispanic | Native Hawaiian/Other Pacific Islander/Hispanic | American Indian/Alaskan Native & White/Hispanic | Asian & White/Hispanic | Black/African American & White/Hispanic | American Indian/Alaskan Native & Black African American/Hispanic | Other Multi-racial/Hispanic | Female Head of Household | Total |
|---------------|----------------|---------------------------------|----------------|---|---|---|------------------------|---|--|-----------------------------|--------------------------|-------|
| #1            |                |                                 |                |   |   |   |                        |   |  |                             |                          |       |
| #2            |                |                                 |                |   |   |   |                        |   |  |                             |                          |       |
| #1 / #2 in %  |                |                                 |                |   |   |   |                        |   |  |                             |                          |       |

Any other special accomplishments:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT "G"

## SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT/COMMUNITY ASSISTANCE DIVISION FORMAT FOR CALCULATING ADJUSTED INCOME



1. Annual Income.
2. Number of family members (except head or spouse) under 18, disabled or full-time students
3. Multiply line 2 by 480.
4. Child care deduction (reasonable expenses for children age 12 and under).  
[If family has disability assistance expenses or qualifies as an elderly family, proceed to line 5; otherwise, skip to line 13.]
5. Enter disability assistance expenses.
6. Multiply line 1 by 0.03.
7. Subtract line 6 from line 5, if negative, enter 0.
8. Enter amount earned by family member enabled to work as a result of disability assistance expenses.
9. Enter the lesser of lines 7 or 8. this is the disability assistance allowance.

|    |   |
|----|---|
| \$ | - |
|    | 0 |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
|    | 0 |

\*\*\*FILL IN LINES 10 THROUGH 12 FOR ELDERLY FAMILIES ONLY\*\*\*

10. Enter total medical expenses.
11. Allowable medical expenses:
  - If the household reported no expenses in line 5, enter line 10 minus line 6.
  - If the household reported expenses in line 5, but line 7 is zero, enter line 10 minus (line 6 minus 5)
  - If the household reported expenses in line 7 and line 7 is greater than zero, enter line 10.
12. Enter \$400 (\$400.00 for Disable) and/or (\$400.00 for Elderly)
13. Add lines 3, 4, 9, 11, and 12.

|    |   |
|----|---|
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |

14. Subtract line 13 from line 1. This is Adjusted Income.
15. Divide line 14 by 12. This is the adjusted monthly income.
16. Multiply line 15 by 30%. This is the clients co-pay before utility allowance.
17. List household Utility Allowance
17. Subtract the utility allowance from line 16. This is the clients co-pay.



**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT****[Docket No. FR-5307-N-01]****Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009**

**AGENCY:** Office of the Secretary, HUD.

**ACTION:** Notice of funding allocations and requirements.

**SUMMARY:** This Notice advises the public of the allocation formula and allocation amounts, the list of grantees, and requirements for the Homelessness Prevention Fund, hereafter referred to as the "Homelessness Prevention and Rapid Re-Housing Program (HPRP)," under Title XII of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). Congress has designated \$1.5 billion for communities to provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. In order to receive these funds, eligible grantees must submit a substantial amendment to the Consolidated Plan 2008 Action Plan (referred to in this Notice as the "substantial amendment").

**EFFECTIVE DATE:** March 19, 2009

**OVERVIEW INFORMATION**

**A. Federal Agency Name:** Department of Housing and Urban Development, Office of Community Planning and Development.

**B. Funding Opportunity Title:** Funding Availability for the Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"), referred to in this Notice as the "Homelessness Prevention and Rapid Re-Housing Program (HPRP)."

**C. Publication:** This Notice is initially being published on HUD's web site. It will also be published in the Federal Register. All HUD materials will be posted on the HUD Homelessness Resource Exchange at: [www.hudhre.info](http://www.hudhre.info).

**D. Catalog of Federal Domestic Assistance (CFDA) Number:** 14.257: Homelessness Prevention and Rapid Re-Housing Program (HPRP).

**E. Dates:** Substantial amendments submitted pursuant to this Notice must be received by HUD no later than 60 days from the date of publication of this Notice. HUD will complete its review of all correctly completed substantial amendments no later than July 2, 2009. HUD intends to execute all grant agreements no later than September 1, 2009. Grantees must obligate funds to their subgrantees by September 30, 2009. The Recovery Act requires grantees to expend 60 percent of HPRP grant funds within two years of the date that funds become available to the grantees for obligation (the date that HUD signs the grant agreement), and 100 percent of funds within three years of this date.

**F. Additional Overview Content Information:**

1. Funding Allocations. As required by the Recovery Act, funds will be allocated according to the formula used for the Emergency Shelter Grants (ESG) Program. Pursuant to HUD's discretion under the Recovery Act, HUD has set a minimum grant amount of \$500,000. Funds for communities that would receive less than this amount will be reallocated to the state in which the community is located. A list of eligible grantees is provided in Appendix A.

2. Modified Requirements for the Consolidated Plan. The requirements at 24 CFR part 91, as modified by this Notice, shall apply to the application and approval process for HPRP funds.

Specifically, the following requirements shall apply:

a. In order to receive HPRP funds, each eligible grantee must prepare and submit a substantial

amendment to its Consolidated Plan 2008 Action Plan ("substantial amendment") in accordance with section IV.E. below. The substantial amendment and other required documents must be received by HUD within 60 days of the publication of this Notice.

b. In preparing the substantial amendment, each eligible grantee must follow its citizen participation plan in accordance with 24 CFR part 91, except that the minimum time period for citizens to comment on the substantial amendment shall be reduced to 12 days. HUD does not require that grantees establish a second period of public comment regarding the process for determining subgrantees, but if a grantee has this requirement in place locally, this public comment period may be reduced to 3 days.

c. Each substantial amendment submitted to HUD will be subject to the approval process set forth in 24 CFR 91.500, except that: HUD will approve or disapprove the substantial amendment by July 2, 2009; jurisdictions with disapproved substantial amendments may revise and resubmit a substantial amendment within 15 days after HUD sends the first notification of its disapproval; and HUD will approve or disapprove the revised substantial amendment within 15 days of receiving the resubmission.

d. Grantees are not required to report on uses of HPRP funds in their Consolidated Annual Performance and Evaluation Report (CAPER). Instead, the use of HPRP funds will be subject to the reporting requirements established by the Recovery Act, as specified by HUD and the Office of Management and Budget (OMB).

3. Recovery.gov web site: To encourage transparency, HUD will require grantees receiving assistance under HPRP to provide reports that will be used for postings on the Recovery.gov web site. This portal is designed to provide one centralized location for the public to find and analyze information, and report potential fraud, waste, and abuse pertaining to the Recovery Act.

**G. For Further Information:** For questions about HPRP, please call 1-800-998-9999. For more information about the HPRP, or to view a copy of the Recovery Act, go to [www.hudhre.info](http://www.hudhre.info). Written questions may be sent to: Ann Marie Oliva, Director, Office of Special Needs Assistance Programs, Department of Housing and Urban Development, 451 Seventh Street, SW, Room 7266, Washington, DC, 20410. Persons with hearing or speech impairments may access the above telephone number via TTY by calling the Federal Information Relay Service at 800-877-8339.

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## **I. Funding Opportunity Description**

### **A. Program Description**

1. Description. Congress enacted the Recovery Act to help persons affected by the current economic crisis. The purpose of the Homelessness Prevention and Rapid Re-Housing Program (HPRP) is to provide homelessness prevention assistance to households who would otherwise become homeless—many due to the economic crisis—and to provide assistance to rapidly re-house persons who are homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302). While HUD will allow grantees the discretion to develop prevention and/or rapid re-housing programs that meet locally-defined needs, HUD also expects

that these resources will be targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of HPRP after the program concludes. Grantees should take this opportunity to develop strategies to identify eligible program participants, review existing models for prevention and rapid re-housing programs, and create a plan that utilizes all resources available through the Recovery Act in order to provide a comprehensive menu of services to assist eligible program participants.

HPRP is focused on housing for homeless and at-risk households. It will provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless *but for* this assistance. The funds under this program are intended to target two populations of persons facing housing instability: 1) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless or assistance to move to another unit (prevention), and 2) individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it (rapid re-housing). Although all eligible activities (described in section IV.A. below) can be used for both populations, considering two eligible populations is a framework for targeting funds that grantees might find useful in establishing local programs and considering the most effective use of funds. HUD is establishing eligibility requirements for program participants (described in section IV.D. below).

It is important to note that HPRP is not a mortgage assistance program. Congress has established other programs to assist with the current mortgage crisis. HPRP funds are only eligible to help program participants—whether they are renters or homeowners about to become

homeless—pay for utilities, moving costs, security deposits and rent in a new unit, storage fees, and other financial costs or services as described in this Notice. HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

2. Match. Grantees are not required to match HPRP funds with any other funding source.

3. New Program. Although the funding allocation is based on that of the ESG program, HPRP is a separate program, with a different program purpose and requirements. The table in Appendix B highlights the differences between ESG and HPRP.

## **B. Definitions**

*Applicant* means a state, territory, metropolitan city, or urban county that submits a substantial amendment and other required documents pursuant to the provisions of this Notice.

*Certification* means a written assertion, based on supporting evidence, that must be kept available for inspection by HUD, by the Inspector General of HUD, and by the public. The assertion shall be deemed to be accurate unless HUD determines otherwise, after inspecting the evidence and providing due notice and opportunity for comment.

*Consolidated Plan* means the plan prepared in accordance with 24 CFR Part 91.

*Grantee* means the legal entity to which HUD awards an HPRP grant and which is accountable for the use of the funds provided.

*Homeless* means as the term is defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).

*HUD* means the U.S. Department of Housing and Urban Development.

*Metropolitan city* means a city that was classified as a metropolitan city under section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)) for Fiscal Year 2008.

*Non-profit subgrantee* means any private non-profit organization to which a grantee provides funds to carry out the eligible activities under the grant and which is accountable to the grantee for the use of funds provided.

*Private non-profit organization* means an organization described in 26 U.S.C. 501(c) that is exempt from taxation under subtitle A of the Internal Revenue Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance.

*Program participant* means an individual or family with or without children that is provided HPRP financial assistance or housing relocation and stabilization services through a rapid re-housing or prevention program. In this Notice, the term "household" refers to individuals or families.

*State* means each of the several States and the Commonwealth of Puerto Rico.

*State subgrantee* means any unit of general local government or private non-profit organization to which a state distributes HPRP grant amounts.

*Subgrantee* means any private non-profit organization or unit of general local government to which a grantee provides funds to carry out the eligible activities under the grant and which is accountable to the grantee for the use of the funds provided.

*Territory* means each of the following: the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

*Unit of general local government* means any city, county, town, township, parish, village, or other general purpose political subdivision of a state.

*Urban county* means a county that was classified as an urban county under section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)) for Fiscal Year 2008.



## **II. ALLOCATIONS**

### **A. Initial Allocation**

1. Allocation Formula. The Recovery Act directs HUD to allocate funds to grantees that are eligible under the ESG program, as defined and designated in sections 411 and 412 of subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, pursuant to the formula authorized by section 413 of that Act. States, urban counties, metropolitan cities, and U.S. territories are eligible grantees under HPRP. Of the \$1.5 billion total appropriated by the Recovery Act for HPRP, Congress set aside 0.5 percent (\$7.5 million) for a portion of HUD's administration of this assistance, including staffing, training, technical assistance, technology, monitoring, research, and evaluation activities. Therefore, \$1,492,500,000 is available for allocation to eligible grantees. Pursuant to law, U.S. territories received 0.2 percent of the total amount of the funding allocation, or \$3,000,000, to be distributed among the several territories based on the ESG formula. After subtracting the grant amount designated for territories, HUD used the ESG formula to allocate the remaining amount, or \$1,489,500,000, to metropolitan cities, urban counties, and states.

2. Minimum Grant Size. Under the ESG program, if, after allocation, any metropolitan city or urban county would receive a grant less than 0.05 percent of the funds available, such amount would be instead reallocated to the state. The Recovery Act provides that the Secretary may establish a minimum grant size for HPRP. The Secretary has utilized this discretion to set the grant minimum at \$500,000, rather than 0.05 percent (or approximately \$750,000), in order to increase the number of metropolitan cities and urban counties eligible to directly receive formula funds under HPRP. Funds for urban counties and metropolitan cities that fell under this threshold were reallocated to the state in which the jurisdiction was located. The \$500,000 grant

minimum resulted in 485 metropolitan cities and urban counties eligible to receive funding, compared to 305 metropolitan cities and urban counties funded under the ESG program. This represents an increase of 180 eligible metropolitan cities and urban counties. Including states and territories, a total of 540 grantees are eligible to receive HPRP funds.

3. Eligible Grantees. Attachment A of this Notice lists all HPRP eligible grantees and the amounts they are eligible to receive.

#### **B. Reallocation**

1. Reallocation of Initial Grant. HUD encourages each local jurisdiction receiving an allocation to carefully consider its administrative capacity to use the funds within the statutory deadlines, compared to the capacity of the state administrator. HUD expects that, after such consideration, some jurisdictions may choose to apply for less than the full amount, which will allow the balance of their grants to be reallocated to the state.

a. Declining the grant. If an eligible grantee receiving an allocation of funds under this Notice (as designated in Attachment A) wishes to decline its allocation, the legally authorized official must notify its local HUD field office in writing of its intent to do so. A list of field office contacts is available at: <http://www.hud.gov/offices/cpd/about/staff/fodirectors/>.

b. Requesting less than the allocation. If an eligible grantee wishes to request less than the total allocation amount for which it is eligible, the legally authorized official must notify its local HUD field office in writing of the amount it will request on or before May 18, 2009.

c. Failure to submit a complete application. If an eligible grantee fails to submit a substantially complete substantial amendment for its grant allocation within the timeframes established in sections IV.E. and IV.F. of this Notice, HUD will notify the jurisdiction of the cancellation of its allocation amount and proceed to reallocate the funds.

d. Distribution of reallocated funds. In the case where an urban county or metropolitan city refuses or requests less than its allocation, HUD will reallocate the funds to the state in which the jurisdiction is located. For a state or territory that refuses or requests less than its allocation, HUD will reallocate the funds nationally according to the original formula.

2. Reallocation at 2-Year Statutory Expenditure Deadline. The Recovery Act requires HUD to obligate all funds to grantees by September 30, 2011. In order to meet this requirement and allow for reallocation if grantees have not spent 60 percent of their funds within 2 years, HUD will be closely tracking grantee expenditures via quarterly reporting and the Integrated Disbursement and Information System (IDIS). If any grantee fails to meet the statutory requirement to expend at least 60 percent of its grant amount within 2 years of the date of the grant agreement, or, for grants signed after July 30, 2009 where it appears that the grantee will fail to meet this requirement, HUD will notify the grantee no later than August 1, 2011, and allow the grantee 21 days to submit information to HUD regarding any additional eligible expenses of HPRP funds accrued within the 2-year period in order to bring grantees into compliance with the 60 percent expenditure threshold. If the grantees cannot do this, HUD may then proceed to recapture the unused HPRP funds and reallocate them. The Secretary will determine the process for reallocation of HPRP funds and notify grantees regarding details at a later date. Grantees should note that all reallocated funds received must be expended within 3 years of the date of the grantee's original grant agreement.

### **III. WHO MAY CARRY OUT ELIGIBLE ACTIVITIES**

#### **A. States**

A state grantee must make available all of its formula allocation, except for an appropriate share of funds for administrative costs, to the subgrantees listed below to carry out all eligible

activities. Any organization receiving HPRP funds shall be subject to all of the requirements that apply to the grantee under this Notice.

1. Units of general local government in the state, which may include metropolitan cities and urban counties that receive grant amounts directly from HUD.
2. Private non-profit organizations, if the local government for the locality in which the program is located certifies that it approves of the program.

#### **B. Metropolitan Cities, Urban Counties, and Territories**

Metropolitan cities, urban counties, and territories, or an agency of those governments, may directly carry out eligible activities, or may distribute all or part of their grant amounts to private non-profit organizations to carry out HPRP activities. Any organization receiving HPRP funds shall be subject to all of the requirements that apply to the grantee under this Notice.

#### **C. Alternate Grant Arrangements**

Any local government grantee may enter into a subgrant with another local government to carry out the program. A local government grantee may choose this arrangement because another local government has greater capacity or because the grantee wants its program to be cooperatively carried out with another local government. Any organization receiving HPRP funds shall be subject to all of the requirements that apply to the grantee under this Notice.

### **IV. REQUIREMENTS FOR FUNDING**

#### **A. Eligible Activities**

Grant funds must be used for eligible activities as described in this Notice. There are four categories of eligible activities for the HPRP program: financial assistance, housing relocation and stabilization services, data collection and evaluation, and administrative costs. These eligible activities are intentionally focused on housing—either financial assistance to help pay

for housing, or services designed to keep people in housing or to find housing. Generally, the intent of HPRP assistance is to rapidly transition program participants to stability, either through their own means or through public assistance, as appropriate. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive services needs of households that affect housing stability. Rather, assistance should be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. Grantee programs should therefore ensure that there is a clear process for determining the type, level, and duration of assistance for each program participant.

1. Financial Assistance. Financial assistance is limited to the following activities: short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel and hotel vouchers. Grantees and subgrantees must not make payments directly to program participants, but only to third parties, such as landlords or utility companies. In addition, an assisted property may not be owned by the grantee, subgrantee or the parent, subsidiary or affiliated organization of the subgrantee.

a. Rental Assistance.

(1) Short- and medium-term rental assistance are tenant-based rental assistance that can be used to allow individuals and families to remain in their existing rental units or to help them obtain and remain in rental units they select. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4 to 18 months. No program participant may receive more than 18 months of assistance under HPRP. After 3 months, if program participants receiving short-term rental assistance need additional financial assistance to remain housed, they must be evaluated

for eligibility to receive up to 15 additional months of medium-term rental assistance, for a total of 18 months. HUD is requiring grantees and subgrantees to certify eligibility at least once every 3 months for all program participants receiving medium-term rental assistance. HUD additionally encourages grantees and subgrantees to provide ongoing case management, as needed, to all program participants receiving rental assistance in order to transition them to independence, including permanent housing arrangements (subsidized or unsubsidized).

(2) The grantee determines the amount of short-term and medium-term rental assistance provided, such as "shallow subsidies" (payment of a portion of the rent), payment of 100 percent of the rent charged, or graduated/declining subsidies. A grantee may also set a maximum amount of assistance that a single individual or family may receive from HPRP funds, or may set a maximum number of times that an individual or family may receive assistance, as long as the total amount of assistance that any individual or family receives does not exceed an amount equal to 18 months of rental assistance. Grantees may require program participants to share in the costs of rent, utilities, security and utility deposits, moving, hotel or motel, and other expenses as a condition of receiving HPRP financial assistance. For example, a program may require a program participant to pay a portion of the rent expense for a unit. HPRP assistance should be "needs-based," meaning that grantees and/or subgrantees should determine the amount of assistance based on the minimum amount needed to prevent the program participant from becoming homeless or returning to homelessness in the near term. This will also help communities to utilize program resources efficiently to serve as many households as possible.

(3) Rental assistance may also be used to pay up to 6 months of rental arrears for eligible program participants. Rental arrears may be paid if the payment enables the program participant to remain in the housing unit for which the arrears are being paid or move to another unit. If

HPRP funds are used to pay rental arrears, arrears must be included in determining the total period of the program participant's rental assistance, which may not exceed 18 months.

(4) The rental assistance paid cannot exceed the actual rental cost, which must be in compliance with HUD's standard of "rent reasonableness." "Rent reasonableness" means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units. To make this determination, the grantee or subgrantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's worksheet on rent reasonableness at:

[www.hud.gov/offices/cpd/affordablehousing/library/forms/rentreasonablechecklist.doc](http://www.hud.gov/offices/cpd/affordablehousing/library/forms/rentreasonablechecklist.doc).

(5) Rental assistance payments cannot be made on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided through another federal, state or local housing subsidy program. Cost types are the categories of eligible HPRP financial assistance: rent, either the client portion or the subsidy; security deposits, utility deposits, utility payments, moving cost assistance, and hotel/motel vouchers.

b. Security and utility deposits. HPRP funds may be used to pay for security deposits, including utility deposits, for eligible program participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which

assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types. One example of this would be providing a security deposit for a participant in the HUD-VA Supportive Housing (HUD-VASH) program, which provides rental assistance and services. A program description of HUD-VASH can be found at:

<http://www.hud.gov/offices/pih/programs/hcv/vash/index.cfm>.

c. Utility payments. HPRP funds may be used for up to 18 months of utility payments, including up to 6 months of utility payments in arrears, for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company.

d. Moving cost assistance. HPRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the program participant is in housing, whichever is shorter.

e. Motel and hotel vouchers. HPRP funds may be used for reasonable and appropriate motel and hotel vouchers for up to 30 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants.

2. Housing Relocation and Stabilization Services. HPRP funds may be used for services that assist program participants with housing stability and placement. These services are limited to the following eligible activities:

a. Case management. HPRP case management funds may be used for activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services



and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP financial assistance.

b. Outreach and engagement. HPRP funds may be used for services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs.

c. Housing search and placement. HPRP housing search and placement funds may be used for services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.

d. Legal services. HPRP funds may be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues. Legal services related to mortgages are not eligible.

e. Credit repair. HPRP funds may be used for services that are targeted to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving personal credit issues.

### 3. Data Collection and Evaluation.

a. Data Collection. The Recovery Act requires that data collection and reporting for HPRP be

conducted through the use of Homeless Management Information Systems (HMIS) or a comparable client-level database. Therefore, reasonable and appropriate costs associated with operating an HMIS for purposes of collecting and reporting data required under HPRP and analyzing patterns of use of HPRP funds are eligible. Eligible costs include the purchase of HMIS software and/or user licenses, leasing or purchasing needed computer equipment for providers and the central server, costs associated with data collection, entry and analysis, and staffing associated with the operation of the HMIS, including training. HMIS activities that are ineligible include planning and development of HMIS systems, development of new software systems, and replacing state and local government funding for an existing HMIS. Only those jurisdictions that do not have an HMIS already implemented may use a portion of these funds for HMIS implementation or start-up activities.

b. Evaluation. Grantees and subgrantees must comply if asked to participate in HUD-sponsored research and evaluation of HPRP. HPRP funds are eligible for costs to the grantee of participating in HUD research and evaluation of the program.

#### 4. Administrative Costs.

a. Administrative costs may be used for: pre-award administrative costs, as defined in section b. below; accounting for the use of grant funds; preparing reports for submission to HUD; obtaining program audits; similar costs related to administering the grant after the award; and grantee or subgrantee staff salaries associated with these administrative costs. Administrative costs also include training for staff who will administer the program or case managers who will serve program participants, as long as this training is directly related to learning about HPRP.

Administrative costs *do not* include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation

activities, as specified above, such as grantee or subgrantee staff salaries, costs of conducting housing inspections, and other operating costs. These costs should be included under one of the three other eligible activity categories.

b. Pre-award administrative costs. Given the urgent need in many communities for this funding and the short timeframe set forth in section V.A.1. for obligation to grantees, grantees will need to act quickly to prepare the HPRP substantial amendment and to undertake other administrative actions. Therefore, HUD is granting permission to grantees receiving a direct allocation of HPRP funds (see Attachment A) to incur pre-award costs in accordance with OMB Circular A-87, Attachment B, paragraph 31 (24 CFR part 225, Appendix B, paragraph 31). All costs and activities funded with pre-award HPRP funds must comply with the Recovery Act statutory language relevant to HPRP, and they must comply with the requirements of HPRP as described in this Notice. Eligible pre-award costs that grantees may incur are costs that are directly related to preparing the application for submission to HUD, starting with the publication of this Notice and ending with the submission of the substantial amendment or, if applicable, the revised substantial amendment. This includes, but is not limited to, staff costs for preparing the substantial amendment and publication, other costs related to the public comment process, or costs related to participation in HUD-sponsored HPRP training.

c. Limitations on administrative costs. No more than 5 percent of the total HPRP grant to the grantee may be spent on administrative costs, whether by the grantee or subgrantee(s). In addition, all administrative costs must be incurred, and all funds for administrative costs must be drawn down from IDIS (defined in section V.B.), prior to the 3-year expenditure deadline (described in section V.A.2).

d. Sharing of administrative funds. Grantees shall share a reasonable and appropriate amount of

their administrative funds with subgrantees.

## **B. Ineligible and Prohibited Activities**

1. **Coordination with Recovery Act Resources.** Grantees are strongly encouraged, as part of local planning, to maximize all resources that may be available with Recovery Act funds other than HPRP (see chart on Recovery Act resources located at [www.hudhre.info](http://www.hudhre.info)). A grantee's local plan for spending HPRP funds should coordinate closely with other Recovery Act funding streams, so that eligible activities under other Recovery Act programs are aligned with HPRP funds to create a comprehensive package of housing and service options available to eligible program participants. The intent of HPRP is to provide funding for housing expenses to persons who are homeless or who would be homeless if not for this assistance. Therefore, financial assistance or services to pay for expenses that are available through other Recovery Act programs, including child care and employment training, are not eligible. Case managers should work to link program participants to these other resources.
2. **Mortgage Costs are Ineligible.** Financial assistance may not be used to pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable.
3. **Other Ineligible and Prohibited Activities.** HPRP funds may not be used to pay for any of the following items: construction or rehabilitation; credit card bills or other consumer debt; car repair or other transportation costs; travel costs; food; medical or dental care and medicines; clothing and grooming; home furnishings; pet care; entertainment activities; work or education related materials; and cash assistance to program participants. HPRP funds may not be used to develop discharge planning programs in mainstream institutions such as hospitals, jails, or prisons. Finally, while training for case managers and program administrators is an eligible

administrative cost as long as it is directly related to HPRP program operations, HPRP funds may not be used to pay for certifications, licenses, and general training classes. Programs may not charge fees to HPRP program participants. Any HPRP funds used to support program participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants. If funds are found to be used for ineligible activities as determined by HUD, the grantee will be required to reimburse its line of credit.

### **C. Discharge Coordination Policy**

Grantees must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions), in order to prevent such discharge from immediately resulting in homelessness for such persons. Developing or updating system discharge plans and policies is not an eligible expense under HPRP. However, persons who are being imminently discharged into homelessness from such publicly funded institutions are eligible to receive financial assistance or services through HPRP as long as they meet the minimum requirements as discussed in section D.2. below.

### **D. Eligible Program Participants**

1. General. HUD allows grantees significant discretion in program design and operation while targeting those who are most in need of temporary homelessness prevention and rapid re-housing assistance. When establishing local programs, grantees should consider how their programs will identify eligible program participants and meet their needs as intended by the Recovery Act. Grantees should consider serving two eligible populations with HPRP funds: persons who are

still housed but at risk of becoming homeless and persons who are already homeless. Although persons in both target populations are eligible to receive financial assistance and services under HPRP, creating this distinction can help communities serve households most in need of temporary assistance, as well as track the funds used for rapid re-housing and prevention. Since not all program participants in either of the target populations will have the same level of need, it is not expected that all persons in each target population will receive identical levels of assistance. For example, the scope and intensity of assistance provided to a homeless family may be greater than that provided to a homeless individual. Likewise, a family on the verge of becoming homeless within a few days may require more services or a higher level of assistance than a family whose risk of homelessness is not as imminent or one who may only need a shorter period of financial assistance. Grantees are responsible for verifying and documenting the individuals' risk of homelessness that qualifies them for receiving rental assistance. HUD requires grantees and/or subgrantees to evaluate and certify the eligibility of program participants at least once every 3 months for all persons receiving medium-term rental assistance. Similarly, grantees and subgrantees should carefully assess a household's need and appropriateness for HPRP. If the household needs more intensive supportive services or long-term assistance, or if a household is not at risk of homelessness, grantees and subgrantees should work to link them to other appropriate available resources.

2. Requirements for All Program Participants. In order to receive financial assistance or services funded by HPRP, individuals and families—whether homeless or housed—must at least meet the following minimum criteria:

1) Any individual or family provided with financial assistance through HPRP must have at least an initial consultation with a case manager or other authorized representative who can determine

the appropriate type of assistance to meet their needs. HUD encourages communities to have a process in place to refer persons ineligible for HPRP to the appropriate resources or service provider that can assist them.

2) The household must be at or below 50 percent of Area Median Income (AMI). Income limits are available on HUD's web site at: <http://www.huduser.org/DATASETS/il.html>. Grantees should use HUD's Section 8 income eligibility standards for HPRP.

3) The household must be either homeless or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

3. Prevention Assistance. While HUD's definition of homelessness is well-understood, it can be more challenging to identify persons who are housed but who have a very high risk of becoming homeless. There are many people who are housed and have great need but would not become homeless if they did not receive assistance. HUD strongly encourages grantees and subgrantees to target prevention assistance to those individuals and families at the greatest risk of becoming homeless. It is helpful to remember that the defining question to ask is: "Would this individual or family be homeless *but* for this assistance?"

The requirements set forth in paragraph 2 of this section establish HUD's minimum conditions that an individual or family must meet in order to receive assistance through HPRP. However, HUD strongly encourages communities to consider more factors when designing their local programs and determining a household's level of need for receiving assistance through HPRP. To aid grantees and subgrantees in targeting HPRP funds toward persons most at risk of becoming homeless, a number of potential "risk factors" are listed below that could indicate that

a person or family is at a higher risk of becoming homeless. This list represents examples of some commonly identified risk factors for homelessness from scholarly research and practical experience drawn from existing homelessness prevention programs. One way a grantee or subgrantee could use these factors would be to consider the first four criteria on this list as indicative of the most urgent need, and could require that a program participant meet one of these criteria in order to receive the most expensive benefit, "medium-term" rental assistance. Likewise, a grantee might require that a program participant have at least two or more of the risk factors to qualify for any assistance. Grantees and subgrantees should note, however, that this list is optional and not exhaustive; grantees and subgrantees may consider other risk factors or other ways to target persons at risk of homelessness when developing local programs and requirements. Grantees and subgrantees may also consider the expected ability of the program participant to achieve stable housing, unsubsidized or subsidized, outside of HPRP. HUD will provide technical assistance to communities to assist them in developing local programs.

The risk factors for homelessness for consideration by grantees and subgrantees in developing their programs are as follows:

- Eviction within 2 weeks from a private dwelling (including housing provided by family or friends);
- Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals);
- Residency in housing that has been condemned by housing officials and is no longer meant for human habitation;
- Sudden and significant loss of income;
- Sudden and significant increase in utility costs;



- Mental health and substance abuse issues;
- Physical disabilities and other chronic health issues, including HIV/AIDS;
- Severe housing cost burden (greater than 50 percent of income for housing costs);
- Homeless in last 12 months;
- Young head of household (under 25 with children or pregnant);
- Current or past involvement with child welfare, including foster care;
- Pending foreclosure of rental housing;
- Extremely low income (less than 30 percent of Area Median Income);
- High overcrowding (the number of persons exceeds health and/or safety standards for the housing unit size);
- Past institutional care (prison, treatment facility, hospital);
- Recent traumatic life event, such as death of a spouse or primary care provider, or recent health crisis that prevented the household from meeting its financial responsibilities;
- Credit problems that preclude obtaining of housing; or
- Significant amount of medical debt.

4. Rapid Re-Housing Assistance. Rapid re-housing assistance is available for persons who are homeless according to HUD's definition. Individuals and families who meet one of the following criteria, along with the minimum requirements established in paragraph 2 of this section, are eligible under the rapid re-housing portion of HPRP:

- a. Sleeping in an emergency shelter;
- b. Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks;
- c. Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency

shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution;

d. Graduating from, or timing out of a transitional housing program; and

e. Victims of domestic violence.

Generally, rapid re-housing program models include short- or medium-term rental assistance and services for households who have barriers to housing, but who are likely to sustain housing after the subsidy ends. The purpose of HPRP rapid re-housing funds is to assist eligible program participants to quickly obtain and sustain stable housing. Therefore, organizations providing assistance should utilize a process to assess, for all potential program participants, their level of service need, other resources available to them, and the appropriateness of their participation in the rapid re-housing assistance portion of HPRP. Program participants who require longer-term housing assistance and services should be directed to programs that can provide the requisite services and financial assistance.

Persons familiar with the Rapid Re-Housing Demonstration Program in the 2008 Continuum of Care competition should note that these funds are not subject to the same requirements as under that demonstration program. HPRP provides flexibility to grantees to use these funds in a way that meets the needs of the community, as long as grantees, subgrantees, and program participants meet the requirements established in this Notice.

#### **E. Application Requirements**

1. Required Submission Documents. HUD will consider a completed application to contain the following three documents:

a. A completed and signed Standard Form 424 (SF-424);

b. A completed and signed substantial amendment using form HUD-40119; and

c. A signed copy of the required certifications.

2. Substantial Amendment. To receive its grant allocation, each grantee must prepare and submit to HUD for approval a substantial amendment to its Consolidated Plan 2008 Action Plan using the form HUD-40119. Each grantee must prepare its substantial amendment in accordance with the Consolidated Plan procedures as modified by this Notice, or HUD will reallocate the funds allocated for that grantee. Eligible grantees must download a copy of HUD-40119 to use in completing and submitting their HPRP substantial amendment from HUD's web site at: [www.hud.gov/recovery](http://www.hud.gov/recovery). To request a paper copy of this form, call 1-800-998-9999. HUD will not approve and will return to the grantee amendments not submitted in the required format. The substantial amendment form requires the grantee to address six major components of its plan to use HPRP funds:

- a. Grantee contact information;
- b. The citizen participation plan and public comments received;
- c. The grantee's plan for distribution, administration, and oversight of funds;
- d. The grantee's plan for collaboration with local organizations receiving Recovery Act funds and Continuums of Care, and ensuring consistency with the Consolidated Plan;
- e. An estimated budget for HPRP funds; and
- f. The signature of the official authorized to sign the substantial amendment.

3. Deadline. To receive funding, each eligible HPRP grantee listed in Attachment A must ensure that its complete application is postmarked no later than May 18, 2009. Some grantees' local Consolidated Plan processes require that the grantee make available for public comment a list of the proposed awards to subgrantees prior to finalizing agreements with those subgrantees. A grantee with such local requirements or other timing considerations may need to submit its

application in advance of the May 18 deadline in order to obligate funds to subgrantees by September 30, 2009.

4. Process for Submission. Each eligible grantee must provide HUD with two hard copies of the completed substantial amendment, along with the required SF-424 form and certifications. Each eligible grantee must send one hard copy to HUD Headquarters in Washington, DC, and the other to the appropriate HUD Field Office.

a. Addresses for submission:

(1) To HUD Headquarters. Submit the original completed HPRP application (the HPRP substantial amendment form with the other original signed documents) to: U.S. Department of Housing and Urban Development, Office of Special Needs Assistance Programs, Robert C. Weaver Building, 451 Seventh Street, SW, Room 7262, Washington, DC 20410, Attention: Homelessness Prevention and Rapid Re-Housing Program.

(2) To the appropriate CPD Field Office. Also submit one copy of the completed substantial amendment package to the Office of Community Planning and Development of the appropriate HUD field office for your jurisdiction. Please see the following web site for field office addresses: <http://www.hud.gov/localoffices.cfm>.

b. Security procedures. HUD recommends grantees use the United States Postal Service (USPS) to submit their substantial amendment packages. However, grantees may also use United Parcel Service (UPS), FedEx, or DHL. Due to HUD security regulations, no other delivery service is permitted into HUD Headquarters without escort. Grantees must, therefore, use one of the four carriers listed above.

5. Posting Substantial Amendments Online. To improve transparency, HUD strongly recommends that each grantee post its substantial amendment materials on the grantee's official

website as the materials are developed, published, and submitted to HUD.

6. Coordination with CDBG-R. Many grantees will be simultaneously developing a substantial amendment for funding under the Community Development Block Grant-Recovery (CDBG-R) program, pursuant to the requirements in the CDBG-R Notice. In order to ease administrative burden for grantees, any HPRP grantee that is receiving a direct allocation of CDBG-R funding may consolidate the two amendment processes and may submit their CDBG-R substantial amendment simultaneously with their HPRP substantial amendment by the HPRP submission deadline. Grantees interested in this option must also follow the requirements and guidelines described in the CDBG-R Notice.

7. Coordination with Other Community Planning Efforts. Each grantee must coordinate with the local Continuum(s) of Care (CoC) to ensure that HPRP activities are aligned with the CoC's strategies for preventing and ending homelessness (state grantees may designate subgrantees to assume this responsibility). Because persons who are homeless are eligible to receive assistance through HPRP, the impact of these funds will ultimately be reported by CoCs through required point-in-time counts and through other data collected by HUD. In addition, HUD strongly encourages grantees to coordinate with other local organizations that are planning and carrying out activities related to prevention and rapid re-housing. Such organizations include other Continuums of Care, FEMA Boards, local agencies responsible for administering and implementing ten-year plans (and other plans) to end homelessness, and agencies that administer mainstream resources such as Temporary Assistance to Needy Families (TANF).

HUD also strongly encourages grantees to ensure that program participants are enrolled in all applicable mainstream resources. In particular, grantees should carefully assess how HPRP funds can be used in conjunction with other funds from the Recovery Act to prevent

homelessness and rapidly re-house homeless persons, and plan a coordinated approach to serving similar target populations. Federal agencies that received funding for serving persons who are homeless or unstably housed include the U.S. Departments of Education, Health and Human Services, Homeland Security, and Labor.

8. DUNS Number. All grantees and subgrantees are required to register with Dun and Bradstreet to obtain a DUNS number, if they have not already done so, and complete or renew their registration in the Central Contractor Registration (CCR). For more information see 73 FR 23483, April 30, 2008 or go to [www.dnb.com](http://www.dnb.com).

9. Compliance with Fair Housing and Civil Rights Laws. (1) Grantees and subgrantees must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (2) If the grantee or subgrantee: (a) Has been charged with an ongoing systemic violation of the Fair Housing Act; or (b) Is a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging an ongoing pattern or practice of discrimination; or (c) Has received a letter of findings identifying ongoing systemic noncompliance under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, or section 109 of the Housing and Community Development Act of 1974, and the charge, lawsuit, or letter of findings referenced in subparagraphs (a), (b), or (c) above has not been resolved to HUD's satisfaction before the application deadline, then the grantee is ineligible. HUD will determine if actions to resolve the charge, lawsuit, or letter of findings are sufficient to resolve the matter. Examples of actions that would normally be considered sufficient to resolve the matter include, but are not limited to: (i) A voluntary compliance agreement signed by all parties in response to a letter of findings; (ii) A HUD-approved conciliation agreement signed by all parties; (iii) A consent order or consent decree; or (iv) An issuance of a final judicial ruling or a HUD Administrative Law Judge's

decision.

#### **F. Review and Approval of Applications**

1. Review of Applications. HUD will review each application for completeness and consistency with the requirements of this Notice, and will disapprove incomplete and inconsistent substantial amendments in accordance with 24 CFR 91.500. HUD will notify the grantee within 45 days of receipt, and no later than July 2, 2009, that it was either accepted or that it did not meet the requirements of this Notice. If HUD fails to review and/or notify the grantee of approval or required resubmission within 45 days of receipt of the application, the grantee may consider it automatically approved.
2. Resubmission. If the application is not approved, the grantee may submit a revised application to HUD, and will have 15 days after HUD sends the first notification of its disapproval to do so, per the same submission requirements above. HUD will then approve or disapprove the revised application within 15 days of receiving the resubmission.
3. Conditional Grant. For HPRP grantees that HUD determines are high risk in accordance with 24 CFR 85.12(a), HUD will apply additional grant conditions in accordance with 24 CFR 85.12(b) (see Appendix D of this Notice). Conditional grants may be made where there is substantial evidence that there has been, or there will be, a failure to meet the requirements of this Notice. In such a case, the reason for the conditional grant, the action necessary to remove the condition, and the deadline for taking those actions will be specified. Failure to satisfy the condition may result in imposition of a sanction or in any other action authorized under applicable federal law.
4. Grant Agreement. The grant will be made by means of a grant agreement executed by HUD and the grantee. The statutory 2- and 3-year deadlines for expenditure of funds begin when the

grant agreement is signed by HUD. The grantee must sign and return the grant agreement to HUD within 15 days of the date that HUD signs the grant agreement, or risk losing part or all of the grant amount. Grantees should ensure that sufficient planning is in place to begin to expend funds shortly after the grant agreement is executed.

5. Line of Credit. After HUD processes and approves the substantial amendment and there is a fully executed grant agreement, HUD will establish the grantee's line of credit in the amount of funds included in the substantial amendment, up to the allocation amount.

## **V. Post-Award Process Requirements**

### **A. Deadlines for Using Grant Amounts**

1. Grantee Obligation. Grantees must award or enter into legally binding grant agreements with all subgrantees by September 30, 2009.
2. Expenditure. Each grantee must draw down from IDIS 60 percent of its HPRP grant funds within 2 years of the date that HUD signed the grant agreement, and 100 percent of funds within 3 years of this date. No funds may be drawn down from IDIS after the 3-year expenditure deadline. If a grantee cannot spend 60 percent of its grant funds within 2 years of the date that HUD signed the grant agreement, HUD will reallocate the grantee's funds. See Section II.B.2 of this Notice for the process of reallocation.

### **B. Method of Payment**

Payments are made to the grantee upon its request after the grant agreement has been fully executed. Grantees will use the Integrated Disbursement and Information System (IDIS) to draw down funds. A draw-down is a request for payment against a grantee's line of credit for allowable costs (defined in OMB Circulars A-87 and A-122 (2 CFR parts 225 and 230)) for eligible HPRP activities. Unlike ESG, grantees and subgrantees may be paid in advance,



pursuant to procedures outlined in 24 CFR 84.22 for non-profit organizations and 24 CFR 85.21 for units of government.

### **C. Timeliness Standards**

HUD requires that the grantee, or subgrantee if applicable, draw down funds at least quarterly from IDIS.

### **D. Confidentiality**

Each HPRP grantee or subgrantee must develop and implement procedures to ensure:

- (1) The confidentiality of records pertaining to any individual provided with assistance; and
- (2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

### **E. Termination of Housing Assistance**

The grantee may terminate assistance to a program participant who violates program requirements. Grantees may resume assistance to a program participant whose assistance was previously terminated. In terminating assistance to a program participant, the grantee must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

- (1) Written notice to the program participant containing a clear statement of the reasons for termination;
- (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the program participant.

### **F. Responsibility for Grant Administration**

Grantees are responsible for ensuring that HPRP amounts are administered in accordance with the requirements of this Notice and other applicable laws. Each grantee is responsible for ensuring that its subgrantees carry out the HPRP eligible activities in compliance with all applicable requirements.

### **G. Recordkeeping**

Each grantee and subgrantee must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require within the timeframe required.

### **H. Sanctions**

1. HUD Sanctions. If HUD determines that, after following appropriate procedures, a grantee is not complying with the requirements of this Notice or of other applicable federal laws, HUD may (in addition to any remedies that may otherwise be available) take any of the following sanctions, as appropriate:

- a. Issue a warning letter that further failure to comply with such requirements will result in a more serious sanction;
- b. Direct the grantee to cease incurring costs with grant funds; or
- c. Require that some or all of the grant amounts be remitted to HUD.

2. Grantee Sanctions. If a grantee determines that a subgrantee is not complying with the requirements of this Notice or other applicable federal laws, the grantee must take appropriate actions, which may include the actions described in part 1 of this section. Any grant amounts that become available to a state as a result of a sanction under this section must, at the option of the state, be made available (as soon as practicable) to other private non-profit organizations or units of general local government located in the state for use within the time periods specified in

this Notice, or to HUD for reallocation.

### **I. Monitoring**

Grantees are responsible for monitoring all HPRP activities, including activities that are carried out by a subgrantee, to ensure that the program requirements established by this Notice and any subsequent guidance are met. The grantees must follow the monitoring procedures it established in its substantial amendment submitted for HPRP or as described in its approved Consolidated Plan. Monitoring may be conducted by the local HUD Office of Community Planning and Development, HUD's Office of Special Needs Assistance Programs, HUD's Office of Inspector General, HUD's Office of Fair Housing and Equal Opportunity, or another federal agency to determine whether the grantee complied with the requirements of this program.

### **J. Summary of the Expedited Process for HPRP Grant Allocations**

In combination, the Notice requirements provide the following expedited steps for HPRP grants:

- Proposed substantial amendment published according to the citizen action plan, except that the public comment period may be reduced to 12 calendar days;
- Final application submitted to HUD on or before May 18, 2009 (grant application includes the substantial amendment, SF-424, and certifications);
- HUD expedites review, completing all reviews not requiring additional information from the grantee by July 2, 2009;
- HUD either accepts the substantial amendment and prepares a cover letter, grant agreement, and grant conditions, or disapproves it after allowing the grantee a resubmission;
- Grant agreement is signed by HUD and immediately transmitted to the grantee, "starting the clock" for statutory expenditure deadlines;

- Grantee signs and returns the grant agreements;
- After all requirements are complete and approved by HUD, the grantee may draw down funds from the line of credit and reimburse any eligible pre-award costs incurred.
- Grantee signs agreements with subgrantees by September 30, 2009;
- Initial Performance Report is due to HUD October 10, 2009;
- Quarterly Performance Reports are due to HUD 10 days after the end of each quarter, and Annual Performance Reports are due 60 days after the end of each federal fiscal year;
- Grantee expends 60 percent of grant funds within 2 years of the date that HUD signed the grant agreement. Funds may be recaptured and reallocated if not spent;
- Grantee expends 100 percent of grant funds within 3 years of the date HUD signed the grant agreement. Funds will be recaptured if not spent.

## **VI. Reporting Requirements**

### **A. IDIS**

Grantees, and as applicable, subgrantees, will use the Integrated Disbursement and Information System (IDIS) to draw down HPRP funding and report on grant expenditures.

### **B. HMIS**

The Recovery Act requires HPRP grantees to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) or a comparable database. HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless, that is managed and operated locally. HPRP grantees and subgrantees providing financial assistance and services directly will use the HMIS in the applicable Continuum of Care to collect data and report on outputs and outcomes as required by HUD. The required data

elements that will be collected in HMIS for HPRP will be included in the revised HMIS Data and Technical Standards, which are forthcoming. If an HMIS has not been implemented in the HPRP grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data to HUD as long as it meets the data collection and reporting requirements set forth in this Notice and is consistent with HUD's HMIS Data and Technical standards. A list of Continuums of Care is available at: <http://www.hudhre.info/index.cfm?do=viewCocContacts>.

### **C. Performance Reports**

1. The Recovery Act requires grantees to submit quarterly reports. It also requires grantees to have systems and internal controls in place that allow them to separately track and report on Recovery Act funds. These reporting requirements are outlined in section 1512 of the Recovery Act, a copy of which can be found at:

<http://www.hudhre.info/documents/AmericanRecoveryReinvestmentAct.pdf> (see pages 173-174).

2. Each grantee must submit the following performance reports to HUD:

a. An Initial Performance Report, which must cover the period between the grant agreement execution date and September 30, 2009 and which will serve as the first Quarterly Performance Report. Grantees will provide information required by Congress and HUD in a format to be prescribed by OMB and HUD, including but not limited to the following items: the total amount of Recovery Act funds received from HUD; the subgrantees and total amounts awarded to each; the amounts of HPRP funds allocated for the four eligible HPRP activity categories (Financial Assistance, Services, Data Collection and Evaluation, and Administrative Costs); the amount expended for each of the above categories; the estimated number of unduplicated individuals and families served; and the estimated numbers of new jobs created and jobs retained. The Initial

Performance Report will be due on October 10, 2009.

b. A Quarterly Performance Report, submitted in a format to be prescribed by HUD. Grantees will report on many of the same items as in the Initial Performance Report, including HPRP funds expended by activity type, the number of unduplicated individuals and families served, the number of new jobs created, the number of jobs retained, challenges to effective program operation, and other data items. Quarterly Performance Reports are due within 10 days of the end of each quarter for the period of program operation, and will include current quarter and cumulative data.

c. An Annual Performance Report will be submitted to HUD in a format to be prescribed by HUD within 60 days of the end of each federal fiscal year. The first Annual Performance Report is due November 30, 2010 for the period ending September 30, 2010. In the Annual Performance Report, grantees will report on outputs, such as the number of persons served and the demographic characteristics of persons served, HPRP funds expended by activity type, and the number of jobs created and retained, as well as outcomes related to housing stability, to be specified by HUD.

| Report Type  | Reporting Period  |
|--|---|
| <b>Initial Performance Report</b> – Serves as the first Quarterly Performance report. Due October 10, 2009.                                    | Date of HUD obligation of funds to grantee through September 30, 2009                         |
| <b>Quarterly Performance Reports</b> – Due 10 days after the end of each fiscal quarter in which HPRP funds are expended.                      | October 1 - December 31<br>January 1 – March 31<br>April 1 – June 30<br>July 1 – September 30 |
| <b>Annual Performance Report</b> – Due 60 days after the end of the federal fiscal year for each fiscal year in which HPRP funds are expended. | October 1 – September 30  |

## **VII. Other Federal Requirements**

### **A. Conflicts of Interest**

1. General. With respect to the use of HPRP funds to procure services, equipment, supplies or other property, states, territories and units of general local government that receive HPRP funds shall comply with 24 CFR 85.36(b)(3), and non-profit subgrantees shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

2. Exceptions. Upon the written request of the grantee, HUD may grant an exception to the restrictions in paragraph 1 above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HPRP program and promote the efficient use of HPRP funds. In requesting an exception, the grantee must provide the following:

- a. For states and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- b. For all grantees, an opinion of the grantee's attorney that the interest for which the exception is sought would not violate state or local law.

**B. Environmental Requirements**

This Notice does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing (other than tenant-based rental assistance), rehabilitation, alteration, demolition, or new construction, or establish, revise or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive services in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under this Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

**C. Habitability Standards**

Organizations providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy. The minimum habitability standards are listed in Appendix C. Grantees may require more stringent standards.

**D. Nondiscrimination and Equal Opportunity Requirements**

As stated in section IV.E.8., grantees and subgrantees must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). In addition, grantees must make known that HPRP rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about HPRP and equal access to the



financial assistance and services provided under this program. Among other things, this means that each grantee must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to HPRP assistance. This will be a particular issue for state grantees that may not be aware of LEP speaking populations in jurisdictions that are not normally served with ESG funds. To assist grantees, the Department published the "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (72 Federal Register 2732; January 22, 2007). In addition, all notices and communications shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.6.

If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

#### **E. Affirmatively Furthering Fair Housing**

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Grantees and subgrantees will have a duty to affirmatively further fair housing opportunities for classes protected under the

Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include: (1) marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency; (2) making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6); (3) providing fair housing counseling services or referrals to fair housing agencies; (4) informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777; and (5) recruiting landlords and service providers in areas that expand housing choice to program participants.

#### **F. Lead-Based Paint Requirements**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

#### **G. Uniform Administrative Requirements**

All States, Territories, Urban Counties, and Metropolitan cities receiving funds under HPRP shall be subject to the requirements of 24 CFR part 85. Non-profit subgrantees shall be subject to the requirements of 24 CFR part 84. Note that the closeout requirements apply to all entities receiving HPRP funds, but that no charges may be applied to the grant beyond the Recovery Act's 3-year expenditure deadline, as explained in section V.A.2.

## **H. Equal Participation of Religious Organizations**

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HPRP. Neither the federal government nor a grantee shall discriminate against an organization on the basis of the organization's religious character or affiliation.
2. Organizations that are directly funded under HPRP may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under HPRP. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under HPRP, and participation must be voluntary for the program participants.
3. A religious organization that participates in HPRP will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
4. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

5. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

#### **I. Lobbying and Disclosure Requirements**

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

#### **J. Drug-Free Workplace Requirements**

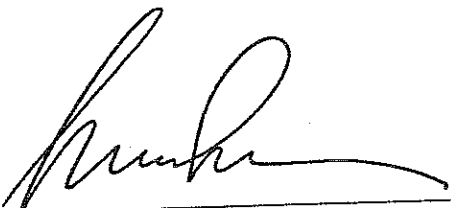
The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

#### **K. Procurement of Recovered Materials**

State agencies and agencies of a political subdivision of a state that are using assistance under a HUD program for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Dated: MAR 19 2009

A handwritten signature in black ink, appearing to read 'Shaun Donovan', written over a horizontal line.

Shaun Donovan  
Secretary

[FR-5307-N-01]

## VIII. Appendices

### Appendix A: Eligible Grantees

The following list indicates all grantees eligible to receive assistance under HPRP. This list is also available at: <http://www.hud.gov/recovery/homelesspreventrecov.xls>.

| State | Grantee Name        | Allocation Amounts |
|-------|---------------------|--------------------|
| AK    | AK State Program    | \$1,143,986        |
| AK    | Anchorage           | \$776,469          |
| AL    | AL State Program    | \$13,328,942       |
| AL    | Birmingham          | \$2,735,730        |
| AL    | Huntsville          | \$529,697          |
| AL    | Jefferson County    | \$845,709          |
| AL    | Mobile              | \$1,186,394        |
| AL    | Mobile County       | \$586,571          |
| AL    | Montgomery          | \$860,653          |
| AR    | AR State Program    | \$10,530,746       |
| AR    | Little Rock         | \$682,197          |
| AS    | American Samoa      | \$412,935          |
| AZ    | AZ State Program    | \$7,033,520        |
| AZ    | Chandler            | \$575,271          |
| AZ    | Glendale            | \$914,122          |
| AZ    | Maricopa County     | \$900,303          |
| AZ    | Mesa                | \$1,405,094        |
| AZ    | Phoenix             | \$6,996,243        |
| AZ    | Pima County         | \$1,063,430        |
| AZ    | Tempe               | \$661,474          |
| AZ    | Tucson              | \$2,534,340        |
| CA    | CA State Program    | \$44,466,877       |
| CA    | Alameda             | \$552,208          |
| CA    | Alameda County      | \$802,915          |
| CA    | Alhambra            | \$567,605          |
| CA    | Anaheim             | \$2,046,908        |
| CA    | Bakersfield         | \$1,372,351        |
| CA    | Baldwin Park        | \$605,041          |
| CA    | Berkeley            | \$1,332,952        |
| CA    | Chula Vista         | \$819,738          |
| CA    | Compton             | \$848,514          |
| CA    | Contra Costa County | \$1,421,551        |
| CA    | Costa Mesa          | \$560,237          |
| CA    | Daly City           | \$510,070          |
| CA    | Downey              | \$611,834          |
| CA    | El Cajon            | \$512,686          |
| CA    | El Monte            | \$1,110,506        |
| CA    | Escondido           | \$709,782          |
| CA    | Fontana             | \$783,380          |

| State | Grantee Name       | Allocation Amounts |
|-------|--------------------|--------------------|
| CA    | Fremont            | \$682,331          |
| CA    | Fresno             | \$3,130,746        |
| CA    | Fresno County      | \$1,634,630        |
| CA    | Fullerton          | \$622,710          |
| CA    | Garden Grove       | \$1,068,707        |
| CA    | Glendale           | \$1,346,899        |
| CA    | Hawthorne          | \$703,261          |
| CA    | Hayward            | \$703,342          |
| CA    | Huntington Beach   | \$566,611          |
| CA    | Huntington Park    | \$656,002          |
| CA    | Inglewood          | \$918,344          |
| CA    | Irvine             | \$540,656          |
| CA    | Kern County        | \$2,076,503        |
| CA    | Lancaster          | \$564,646          |
| CA    | Long Beach         | \$3,566,451        |
| CA    | Los Angeles        | \$29,446,304       |
| CA    | Los Angeles County | \$12,197,108       |
| CA    | Lynwood            | \$646,575          |
| CA    | Marin County       | \$659,106          |
| CA    | Merced             | \$515,203          |
| CA    | Modesto            | \$966,016          |
| CA    | Moreno Valley      | \$732,872          |
| CA    | Norwalk            | \$633,782          |
| CA    | Oakland            | \$3,458,120        |
| CA    | Oceanside          | \$742,791          |
| CA    | Ontario            | \$997,869          |
| CA    | Orange             | \$545,636          |
| CA    | Orange County      | \$1,556,026        |
| CA    | Oxnard             | \$1,124,994        |
| CA    | Palmdale           | \$615,530          |
| CA    | Pasadena           | \$908,395          |
| CA    | Pomona             | \$1,164,766        |
| CA    | Rialto             | \$546,485          |
| CA    | Richmond           | \$559,735          |
| CA    | Riverside          | \$1,383,070        |
| CA    | Riverside County   | \$4,276,900        |
| CA    | Sacramento         | \$2,375,126        |
| CA    | Sacramento County  | \$2,396,773        |
| CA    | Salinas            | \$1,013,978        |

| State | Grantee Name           | Allocation Amounts |
|-------|------------------------|--------------------|
| CA    | San Bernardino         | \$1,455,066        |
| CA    | San Bernardino County  | \$3,040,382        |
| CA    | San Diego              | \$6,168,104        |
| CA    | San Diego County       | \$1,925,974        |
| CA    | San Francisco          | \$8,757,780        |
| CA    | San Joaquin County     | \$1,460,619        |
| CA    | San Jose               | \$4,128,763        |
| CA    | San Luis Obispo County | \$855,184          |
| CA    | San Mateo County       | \$1,166,526        |
| CA    | Santa Ana              | \$2,831,989        |
| CA    | Santa Barbara County   | \$829,013          |
| CA    | Santa Clara County     | \$717,484          |
| CA    | Santa Maria            | \$521,839          |
| CA    | Santa Monica           | \$553,576          |
| CA    | Santa Rosa             | \$516,527          |
| CA    | Sonoma County          | \$817,572          |
| CA    | South Gate             | \$865,273          |
| CA    | Stanislaus County      | \$1,023,163        |
| CA    | Stockton               | \$1,725,572        |
| CA    | Sunnyvale              | \$508,191          |
| CA    | Ventura County         | \$826,094          |
| CA    | Westminster            | \$511,454          |
| CO    | CO State Program       | \$8,154,036        |
| CO    | Adams County           | \$836,047          |
| CO    | Aurora                 | \$1,009,717        |
| CO    | Colorado Springs       | \$1,043,089        |
| CO    | Denver                 | \$3,769,259        |
| CO    | Pueblo                 | \$678,970          |
| CT    | CT State Program       | \$10,818,309       |
| CT    | Bridgeport             | \$1,351,004        |
| CT    | Hartford               | \$1,572,727        |
| CT    | New Britain            | \$772,694          |
| CT    | New Haven              | \$1,514,570        |
| CT    | Waterbury              | \$931,128          |
| DC    | District Of Columbia   | \$7,489,476        |
| DE    | DC State Program       | \$934,980          |
| DE    | New Castle County      | \$978,285          |
| DE    | Wilmington             | \$1,008,057        |
| FL    | FL State Program       | \$21,507,109       |
| FL    | Brevard County         | \$644,208          |
| FL    | Broward County         | \$1,579,569        |
| FL    | Collier County         | \$888,850          |
| FL    | Escambia County        | \$855,417          |
| FL    | Ft Lauderdale          | \$852,872          |
| FL    | Gainesville            | \$567,404          |
| FL    | Hialeah                | \$1,734,021        |

| State | Grantee Name             | Allocation Amounts |
|-------|--------------------------|--------------------|
| FL    | Hillsborough County      | \$2,458,811        |
| FL    | Hollywood                | \$625,671          |
| FL    | Jacksonville-Duval Count | \$2,779,039        |
| FL    | Lee County               | \$881,538          |
| FL    | Manatee County           | \$635,485          |
| FL    | Marion County            | \$727,072          |
| FL    | Miami-Dade County        | \$7,468,222        |
| FL    | Miami                    | \$3,392,918        |
| FL    | Miami Beach              | \$715,418          |
| FL    | Miami Gardens City       | \$567,612          |
| FL    | North Miami              | \$507,641          |
| FL    | Orange County            | \$2,523,982        |
| FL    | Orlando                  | \$921,665          |
| FL    | Palm Beach County        | \$2,823,871        |
| FL    | Pasco County             | \$1,055,241        |
| FL    | Pinellas County          | \$1,237,464        |
| FL    | Polk County              | \$1,222,920        |
| FL    | Pompano Beach            | \$507,694          |
| FL    | Sarasota County          | \$581,819          |
| FL    | Seminole County          | \$991,180          |
| FL    | St Petersburg            | \$914,999          |
| FL    | Tallahassee              | \$784,267          |
| FL    | Tampa                    | \$1,538,393        |
| FL    | Volusia County           | \$805,614          |
| GA    | GA State Program         | \$19,084,426       |
| GA    | Athens-Clarke County     | \$604,969          |
| GA    | Atlanta                  | \$3,441,091        |
| GA    | Augusta-Richmond County  | \$927,319          |
| GA    | Clayton County           | \$856,410          |
| GA    | Cobb County              | \$1,337,048        |
| GA    | Columbus-Muscogee County | \$740,907          |
| GA    | De Kalb County           | \$2,359,998        |
| GA    | Fulton County            | \$896,069          |
| GA    | Gwinnett County          | \$1,713,730        |
| GA    | Macon                    | \$541,299          |
| GA    | Savannah                 | \$1,121,523        |
| GU    | Guam                     | \$1,221,922        |
| HI    | HI State Program         | \$2,166,888        |
| HI    | Honolulu                 | \$4,016,074        |
| IA    | IA State Program         | \$11,866,889       |
| IA    | Cedar Rapids             | \$536,843          |
| IA    | Davenport                | \$711,923          |
| IA    | Des Moines               | \$1,763,874        |
| IA    | Dubuque                  | \$502,294          |
| IA    | Sioux City               | \$779,497          |
| IA    | Waterloo                 | \$570,881          |

| State | Grantee Name      | Allocation Amounts |
|-------|-------------------|--------------------|
| ID    | ID State Program  | \$4,438,807        |
| ID    | Boise             | \$533,411          |
| IL    | IL State Program  | \$20,286,504       |
| IL    | Aurora            | \$506,883          |
| IL    | Berwyn            | \$559,545          |
| IL    | Chicago           | \$34,356,259       |
| IL    | Cicero            | \$581,065          |
| IL    | Cook County       | \$4,121,046        |
| IL    | Decatur           | \$623,309          |
| IL    | Du Page County    | \$1,443,723        |
| IL    | East St Louis     | \$750,339          |
| IL    | Evanston          | \$801,460          |
| IL    | Kane County       | \$517,394          |
| IL    | Lake County       | \$1,057,106        |
| IL    | Madison County    | \$566,987          |
| IL    | McHenry County    | \$540,732          |
| IL    | Oak Park          | \$796,581          |
| IL    | Peoria            | \$790,404          |
| IL    | Rockford          | \$861,073          |
| IL    | Springfield       | \$516,191          |
| IL    | St Clair County   | \$586,413          |
| IL    | Will County       | \$602,271          |
| IN    | IN State Program  | \$16,293,551       |
| IN    | East Chicago      | \$559,073          |
| IN    | Evansville        | \$1,217,598        |
| IN    | Fort Wayne        | \$874,319          |
| IN    | Gary              | \$1,498,882        |
| IN    | Hammond           | \$948,137          |
| IN    | Indianapolis      | \$3,942,177        |
| IN    | Lake County       | \$550,643          |
| IN    | Muncie            | \$590,276          |
| IN    | South Bend        | \$1,148,607        |
| IN    | Terre Haute       | \$760,163          |
| KS    | KS State Program  | \$8,360,995        |
| KS    | Kansas City       | \$1,003,797        |
| KS    | Topeka            | \$816,686          |
| KS    | Wichita           | \$1,168,490        |
| KY    | KY State Program  | \$12,157,352       |
| KY    | Covington         | \$679,522          |
| KY    | Lexington-Fayette | \$849,668          |
| KY    | Louisville        | \$4,870,830        |
| LA    | LA State Program  | \$13,541,639       |
| LA    | Baton Rouge       | \$1,734,745        |
| LA    | Houma-Terrebonne  | \$507,405          |
| LA    | Jefferson Parish  | \$1,469,179        |
| LA    | Lafayette         | \$672,893          |

| State | Grantee Name          | Allocation Amounts |
|-------|-----------------------|--------------------|
| LA    | New Orleans           | \$7,578,168        |
| LA    | Shreveport            | \$1,072,168        |
| MA    | MA State Program      | \$18,443,744       |
| MA    | Arlington             | \$533,800          |
| MA    | Boston                | \$8,209,151        |
| MA    | Brockton              | \$610,110          |
| MA    | Brookline             | \$667,436          |
| MA    | Cambridge             | \$1,302,128        |
| MA    | Chicopee              | \$531,528          |
| MA    | Fall River            | \$1,232,852        |
| MA    | Holyoke               | \$551,671          |
| MA    | Lawrence              | \$710,503          |
| MA    | Lowell                | \$979,048          |
| MA    | Lynn                  | \$1,033,392        |
| MA    | Malden                | \$636,677          |
| MA    | Medford               | \$716,681          |
| MA    | New Bedford           | \$1,228,020        |
| MA    | Newton                | \$923,339          |
| MA    | Pittsfield            | \$613,738          |
| MA    | Quincy                | \$848,274          |
| MA    | Somerville            | \$1,181,067        |
| MA    | Springfield           | \$1,700,802        |
| MA    | Worcester             | \$1,904,831        |
| MD    | MD State Program      | \$5,680,393        |
| MD    | Anne Arundel County   | \$865,183          |
| MD    | Baltimore             | \$9,523,896        |
| MD    | Baltimore County      | \$1,721,080        |
| MD    | Montgomery County     | \$2,104,743        |
| MD    | Prince Georges County | \$2,512,242        |
| ME    | Me State Program      | \$6,575,089        |
| ME    | Cumberland County     | \$605,763          |
| ME    | Portland              | \$876,120          |
| MI    | MI State Program      | \$22,108,890       |
| MI    | Battle Creek          | \$531,444          |
| MI    | Bay City              | \$592,249          |
| MI    | Dearborn              | \$873,199          |
| MI    | Detroit               | \$15,234,947       |
| MI    | Flint                 | \$1,763,839        |
| MI    | Genesee County        | \$756,066          |
| MI    | Grand Rapids          | \$1,650,890        |
| MI    | Jackson               | \$568,942          |
| MI    | Kalamazoo             | \$758,089          |
| MI    | Kent County           | \$639,448          |
| MI    | Lansing               | \$898,823          |
| MI    | Macomb County         | \$687,708          |
| MI    | Oakland County        | \$1,553,232        |



| State | Grantee Name      | Allocation Amounts |
|-------|-------------------|--------------------|
| MI    | Pontiac           | \$633,479          |
| MI    | Royal Oak         | \$558,226          |
| MI    | Saginaw           | \$1,022,177        |
| MI    | Wayne County      | \$2,308,510        |
| MN    | MN State Program  | \$10,865,236       |
| MN    | Dakota County     | \$704,252          |
| MN    | Duluth            | \$1,162,800        |
| MN    | Hennepin County   | \$993,011          |
| MN    | Minneapolis       | \$5,520,902        |
| MN    | St Louis County   | \$1,001,832        |
| MN    | St Paul           | \$3,298,163        |
| MO    | MO State Program  | \$12,011,262       |
| MO    | Kansas City       | \$3,628,139        |
| MO    | Springfield       | \$551,673          |
| MO    | St Joseph         | \$727,371          |
| MO    | St Louis          | \$8,156,188        |
| MO    | St Louis County   | \$2,188,751        |
| MP    | Northern Marianas | \$589,165          |
| MS    | Ms State Program  | \$13,348,427       |
| MS    | Jackson           | \$1,031,154        |
| MT    | MT State Program  | \$3,731,327        |
| NC    | NC State Program  | \$22,157,468       |
| NC    | Asheville         | \$509,460          |
| NC    | Charlotte         | \$1,930,217        |
| NC    | Durham            | \$789,101          |
| NC    | Fayetteville      | \$589,648          |
| NC    | Greensboro        | \$781,141          |
| NC    | Raleigh           | \$991,091          |
| NC    | Wake County       | \$582,164          |
| NC    | Winston-Salem     | \$748,097          |
| ND    | ND State Program  | \$2,582,637        |
| NE    | Ne State Program  | \$5,128,578        |
| NE    | Lincoln           | \$726,148          |
| NE    | Omaha             | \$2,017,088        |
| NH    | NH State Program  | \$4,612,322        |
| NH    | Manchester        | \$766,545          |
| NJ    | NJ State Program  | \$10,221,710       |
| NJ    | Atlantic City     | \$553,438          |
| NJ    | Atlantic County   | \$545,890          |
| NJ    | Bayonne           | \$779,080          |
| NJ    | Bergen County     | \$4,333,887        |
| NJ    | Burlington County | \$663,041          |
| NJ    | Camden            | \$1,149,122        |
| NJ    | Camden County     | \$1,057,935        |
| NJ    | Clifton           | \$581,485          |
| NJ    | East Orange       | \$693,362          |

| State | Grantee Name      | Allocation Amounts |
|-------|-------------------|--------------------|
| NJ    | Elizabeth         | \$839,604          |
| NJ    | Essex County      | \$2,520,882        |
| NJ    | Gloucester County | \$581,762          |
| NJ    | Hudson County     | \$1,535,992        |
| NJ    | Jersey City       | \$2,676,991        |
| NJ    | Middlesex County  | \$800,475          |
| NJ    | Monmouth County   | \$1,240,040        |
| NJ    | Morris County     | \$931,156          |
| NJ    | Newark            | \$3,533,348        |
| NJ    | Paterson          | \$1,184,137        |
| NJ    | Somerset County   | \$519,821          |
| NJ    | Trenton           | \$1,251,452        |
| NJ    | Union City        | \$555,355          |
| NJ    | Union County      | \$2,169,536        |
| NM    | Nm State Program  | \$6,778,653        |
| NM    | Albuquerque       | \$1,807,256        |
| NV    | NV State Program  | \$2,035,393        |
| NV    | Clark County      | \$2,595,173        |
| NV    | Las Vegas         | \$2,105,118        |
| NV    | North Las Vegas   | \$677,704          |
| NV    | Reno              | \$836,301          |
| NY    | NY State Program  | \$25,527,382       |
| NY    | Albany            | \$1,523,772        |
| NY    | Babylon Town      | \$526,925          |
| NY    | Binghamton        | \$955,655          |
| NY    | Buffalo           | \$6,594,081        |
| NY    | Dutchess County   | \$654,862          |
| NY    | Elmira            | \$560,951          |
| NY    | Erie County       | \$1,209,200        |
| NY    | Islip Town        | \$840,437          |
| NY    | Jamestown         | \$573,517          |
| NY    | Monroe County     | \$789,300          |
| NY    | Mount Vernon      | \$745,701          |
| NY    | Nassau County     | \$6,458,352        |
| NY    | New Rochelle      | \$686,935          |
| NY    | New York          | \$73,929,729       |
| NY    | Niagara Falls     | \$1,037,411        |
| NY    | Onondaga County   | \$897,454          |
| NY    | Orange County     | \$713,117          |
| NY    | Rochester         | \$3,954,235        |
| NY    | Rockland County   | \$860,643          |
| NY    | Schenectady       | \$1,048,938        |
| NY    | Suffolk County    | \$1,511,657        |
| NY    | Syracuse          | \$2,524,997        |
| NY    | Tonawanda Town    | \$772,574          |
| NY    | Troy              | \$845,286          |

| State | Grantee Name       | Allocation Amounts |
|-------|--------------------|--------------------|
| NY    | Union Town         | \$578,661          |
| NY    | Utica              | \$1,192,417        |
| NY    | Westchester County | \$2,373,791        |
| NY    | Yonkers            | \$1,533,003        |
| OH    | OH State Program   | \$26,205,724       |
| OH    | Akron              | \$2,790,522        |
| OH    | Canton             | \$1,183,577        |
| OH    | Cincinnati         | \$5,339,182        |
| OH    | Cleveland          | \$9,801,913        |
| OH    | Cleveland Heights  | \$715,677          |
| OH    | Columbus           | \$2,642,649        |
| OH    | Cuyahoga County    | \$1,552,324        |
| OH    | Dayton             | \$2,595,505        |
| OH    | Franklin County    | \$746,920          |
| OH    | Hamilton City      | \$605,828          |
| OH    | Hamilton County    | \$1,396,621        |
| OH    | Lake County        | \$575,083          |
| OH    | Lakewood           | \$902,439          |
| OH    | Lima               | \$506,015          |
| OH    | Lorain             | \$502,230          |
| OH    | Montgomery County  | \$759,496          |
| OH    | Springfield        | \$815,869          |
| OH    | Stark County       | \$589,412          |
| OH    | Toledo             | \$3,275,494        |
| OH    | Warren             | \$541,184          |
| OH    | Youngstown         | \$1,610,332        |
| OK    | OK State Program   | \$8,101,391        |
| OK    | Oklahoma City      | \$2,161,404        |
| OK    | Tulsa              | \$1,513,504        |
| OK    | Tulsa County       | \$521,635          |
| OR    | OR State Program   | \$7,873,436        |
| OR    | Clackamas County   | \$871,505          |
| OR    | Eugene             | \$567,404          |
| OR    | Portland           | \$4,172,282        |
| OR    | Salem              | \$597,562          |
| OR    | Washington County  | \$824,990          |
| PA    | PA State Program   | \$23,411,484       |
| PA    | Allegheny County   | \$6,714,064        |
| PA    | Allentown          | \$1,129,049        |
| PA    | Altoona            | \$819,718          |
| PA    | Beaver County      | \$1,596,719        |
| PA    | Berks County       | \$1,109,659        |
| PA    | Bethlehem          | \$687,480          |
| PA    | Bucks County       | \$975,905          |
| PA    | Chester            | \$586,664          |
| PA    | Chester County     | \$1,130,871        |

| State | Grantee Name            | Allocation Amounts |
|-------|-------------------------|--------------------|
| PA    | Cumberland County       | \$558,742          |
| PA    | Dauphin County          | \$621,187          |
| PA    | Delaware County         | \$1,700,587        |
| PA    | Erie                    | \$1,458,364        |
| PA    | Harrisburg              | \$855,478          |
| PA    | Johnstown               | \$644,490          |
| PA    | Lancaster               | \$738,012          |
| PA    | Lancaster County        | \$1,382,274        |
| PA    | Lehigh County           | \$574,614          |
| PA    | Luzerne County          | \$2,057,026        |
| PA    | Mckeesport              | \$500,957          |
| PA    | Montgomery County       | \$1,514,639        |
| PA    | Northampton County      | \$738,192          |
| PA    | Philadelphia            | \$21,486,240       |
| PA    | Pittsburgh              | \$6,848,936        |
| PA    | Reading                 | \$1,267,021        |
| PA    | Scranton                | \$1,401,868        |
| PA    | Upper Darby             | \$797,813          |
| PA    | Washington County       | \$1,762,094        |
| PA    | Westmoreland County     | \$1,832,195        |
| PA    | Wilkes-Barre            | \$794,109          |
| PA    | Williamsport            | \$518,859          |
| PA    | York                    | \$693,600          |
| PA    | York County             | \$1,074,741        |
| PR    | PR State Program        | \$20,835,644       |
| PR    | Aguadilla Municipio     | \$764,657          |
| PR    | Arecibo Municipio       | \$1,124,937        |
| PR    | Bayamon Municipio       | \$1,874,802        |
| PR    | Cabo Rojo Municipio     | \$509,023          |
| PR    | Caguas Municipio        | \$1,390,581        |
| PR    | Canovanas Municipio     | \$548,313          |
| PR    | Carolina Municipio      | \$1,596,195        |
| PR    | Cayey Municipio         | \$536,499          |
| PR    | Guayama Municipio       | \$506,041          |
| PR    | Guaynabo Municipio      | \$786,550          |
| PR    | Humacao Municipio       | \$642,921          |
| PR    | Isabela Municipio       | \$537,621          |
| PR    | Juana Diaz Municipio    | \$651,677          |
| PR    | Manati Municipio        | \$542,285          |
| PR    | Mayaguez Municipio      | \$1,168,388        |
| PR    | Ponce Municipio         | \$2,118,806        |
| PR    | Rio Grande Municipio    | \$587,542          |
| PR    | San Juan Municipio      | \$4,253,787        |
| PR    | San Sebastian Municipio | \$568,040          |
| PR    | Toa Alta Municipio      | \$635,194          |
| PR    | Toa Baja Municipio      | \$871,335          |

| State | Grantee Name            | Allocation Amounts |
|-------|-------------------------|--------------------|
| PR    | Trujillo Alto Municipio | \$643,815          |
| PR    | Vega Baja Municipio     | \$706,348          |
| PR    | Yauco Municipio         | \$601,387          |
| RI    | RI State Program        | \$3,282,670        |
| RI    | Pawtucket               | \$845,934          |
| RI    | Providence              | \$2,303,402        |
| RI    | Woonsocket              | \$545,802          |
| SC    | SC State Program        | \$11,136,176       |
| SC    | Charleston County       | \$831,125          |
| SC    | Columbia                | \$524,731          |
| SC    | Greenville County       | \$984,729          |
| SC    | Horry County            | \$622,075          |
| SC    | Lexington County        | \$588,970          |
| SC    | Richland County         | \$568,201          |
| SC    | Spartanburg County      | \$532,752          |
| SD    | SD State Program        | \$3,254,060        |
| TN    | TN State Program        | \$13,467,433       |
| TN    | Chattanooga             | \$712,946          |
| TN    | Knoxville               | \$771,803          |
| TN    | Memphis                 | \$3,329,685        |
| TN    | Nashville-Davidson      | \$2,012,994        |
| TX    | TX State Program        | \$41,472,772       |
| TX    | Amarillo                | \$739,071          |
| TX    | Arlington               | \$1,304,792        |
| TX    | Austin                  | \$3,062,820        |
| TX    | Beaumont                | \$741,325          |
| TX    | Bexar County            | \$701,160          |
| TX    | Brazoria County         | \$707,747          |
| TX    | Brownsville             | \$1,347,839        |
| TX    | Corpus Christi          | \$1,393,181        |
| TX    | Dallas                  | \$7,187,357        |
| TX    | Dallas County           | \$866,753          |
| TX    | El Paso                 | \$3,492,976        |
| TX    | Fort Bend County        | \$777,971          |
| TX    | Fort Worth              | \$2,746,929        |
| TX    | Galveston               | \$585,604          |
| TX    | Garland                 | \$858,997          |
| TX    | Grand Prairie           | \$569,746          |
| TX    | Harris County           | \$4,463,961        |
| TX    | Hidalgo County          | \$3,463,905        |
| TX    | Houston                 | \$12,375,861       |
| TX    | Irving                  | \$930,680          |
| TX    | Laredo                  | \$1,490,976        |
| TX    | Lubbock                 | \$947,453          |
| TX    | Mc Allen                | \$733,518          |
| TX    | Montgomery County       | \$741,614          |

| State | Grantee Name          | Allocation Amounts |
|-------|-----------------------|--------------------|
| TX    | Pasadena              | \$790,214          |
| TX    | Plano                 | \$509,050          |
| TX    | Port Arthur           | \$564,089          |
| TX    | San Antonio           | \$5,974,286        |
| TX    | Tarrant County        | \$1,156,125        |
| TX    | Waco                  | \$685,599          |
| TX    | Wichita Falls         | \$583,425          |
| UT    | UT State Program      | \$5,021,811        |
| UT    | Provo                 | \$700,321          |
| UT    | Salt Lake City        | \$1,680,347        |
| UT    | Salt Lake County      | \$1,005,916        |
| VA    | VA State Program      | \$11,389,160       |
| VA    | Alexandria            | \$512,214          |
| VA    | Arlington County      | \$728,367          |
| VA    | Chesapeake            | \$507,406          |
| VA    | Chesterfield County   | \$515,089          |
| VA    | Fairfax County        | \$2,462,398        |
| VA    | Henrico County        | \$603,481          |
| VA    | Newport News          | \$659,087          |
| VA    | Norfolk               | \$2,097,079        |
| VA    | Portsmouth            | \$724,490          |
| VA    | Prince William County | \$789,775          |
| VA    | Richmond              | \$2,044,088        |
| VA    | Roanoke               | \$766,017          |
| VA    | Virginia Beach        | \$1,010,599        |
| VI    | Virgin Islands        | \$775,978          |
| VT    | VT State Program      | \$3,398,824        |
| WA    | WA State Program      | \$11,126,387       |
| WA    | Clark County          | \$559,180          |
| WA    | King County           | \$1,863,675        |
| WA    | Pierce County         | \$1,224,641        |
| WA    | Seattle               | \$4,993,052        |
| WA    | Snohomish County      | \$1,262,714        |
| WA    | Spokane               | \$1,564,373        |
| WA    | Spokane County        | \$622,278          |
| WA    | Tacoma                | \$1,182,824        |
| WA    | Vancouver             | \$549,529          |
| WI    | WI State Program      | \$17,101,862       |
| WI    | Madison               | \$817,092          |
| WI    | Milwaukee             | \$6,912,159        |
| WI    | Milwaukee County      | \$712,755          |
| WI    | Racine                | \$817,554          |
| WI    | West Allis            | \$574,434          |
| WV    | WV State Program      | \$7,977,649        |
| WV    | Charleston            | \$760,168          |
| WV    | Huntington            | \$854,337          |

## Appendix B: Comparison of ESG and HPRP

|                                | <b>Emergency Shelter Grants (ESG) Program</b>  | <b>Homelessness Prevention and Rapid Re-Housing Program (HPRP)</b>  |
|--------------------------------|--|---|
| <b>Amount Available</b>        | <ul style="list-style-type: none"> <li>• \$160 million in FY 2009</li> </ul>   | <ul style="list-style-type: none"> <li>• \$1.5 billion one-time appropriation</li> </ul>  |
| <b>Eligible Grantees</b>       | <ul style="list-style-type: none"> <li>• States (51, including Puerto Rico)</li> <li>• Metropolitan cities (203 in FY 2009) and urban counties (102 in FY 2009)</li> <li>• Total number of grantees (including 4 territories): 360</li> </ul>  | <ul style="list-style-type: none"> <li>• States (51, including Puerto Rico)</li> <li>• Metropolitan cities (337) and urban counties (148)</li> <li>• Total number of grantees (including 4 territories): 540</li> </ul>   |
| <b>Eligible Sub-Recipients</b> | <ul style="list-style-type: none"> <li>• Territories and local government grantees may provide ESG funds for projects operated by their own agencies and private non-profit organizations.</li> <li>• State grantees must provide all funds to local governments or private non-profit organizations acting as sub-recipients.</li> </ul>  | <ul style="list-style-type: none"> <li>• Territories and local government grantees may provide HPRP funds for projects operated by their own agencies, other local governments, and private non-profit organizations.</li> <li>• State grantees must provide all funds to local governments or private non-profit organizations, except for a reasonable portion of funds for administrative costs.</li> </ul>  |
| <b>Eligible Activities</b>     | <ul style="list-style-type: none"> <li>• Renovation, major rehabilitation, or conversion of a building to a shelter.</li> <li>• Essential Services (limited to 30 percent of grant, can be waived).</li> <li>• Operations of homeless shelters (staff salaries for operations management limited to 10 percent of grant).</li> <li>• Homelessness Prevention, including short-term mortgage/rent, short-term utilities, security deposits, first month's rent, landlord-tenant mediation, tenant legal services (limited by law to 30 percent of grant).</li> <li>• Administration (limited to 5 percent of grant).</li> </ul> | <ul style="list-style-type: none"> <li>• Financial assistance, including short-term rental assistance (up to 3 months) and medium-term rental assistance (up to 18 months), security deposits, utility deposits, utility payments, moving costs, and hotel/motel vouchers.</li> <li>• Housing relocation and stabilization services, including case management, outreach, housing search and placement, legal services, and credit repair.</li> <li>• Data collection and evaluation, including HMIS costs.</li> <li>• Administration (limited to 5 percent of grant).</li> </ul> |

|                                      |  |  |
|--------------------------------------|--|--|
| <b>Eligible Program Participants</b> | <ul style="list-style-type: none"> <li>• Homeless persons</li> <li>• Persons at risk of becoming homeless who must meet four specific criteria to receive homelessness prevention assistance:               <ul style="list-style-type: none"> <li>- The inability of the family to make the required payments is due to a sudden reduction in income;</li> <li>- The assistance is necessary to avoid the eviction or termination of services;</li> <li>- There is a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and</li> <li>- The assistance will not supplant funding for pre-existing homelessness prevention activities from other sources.</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Homeless persons and persons at risk of becoming homeless, who meet the following three criteria:               <ul style="list-style-type: none"> <li>- Any individual or family receiving rental assistance must have at least an initial consultation with a case manager to determine need.</li> <li>- Household must be at or below 50 percent of Area Median Income (AMI)</li> <li>- Household must meet both of the following circumstances:                   <ul style="list-style-type: none"> <li>(1) no appropriate subsequent housing options have been identified; AND</li> <li>(2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.</li> </ul> </li> </ul> </li> </ul> |
| <b>Allocation Formula</b>            | <ul style="list-style-type: none"> <li>• Based on the previous year's Community Development Block Grants (CDBG) formula, with minimum grant allocation at 0.05 percent of the total. Territories receive 0.2 percent of the total ESG allocation.</li> </ul>   | <ul style="list-style-type: none"> <li>• Based on FY2008 CDBG formula; minimum grant allocation set by HUD Secretary at \$500,000.</li> </ul>  |
| <b>Match</b>                         | <ul style="list-style-type: none"> <li>• Match grant funds with an equal amount of funds from cash or in-kind sources, with states exempt from matching the first \$100,000 of their awards.</li> </ul>  | <ul style="list-style-type: none"> <li>• No match is required for HPRP.</li> </ul>   |
| <b>Expenditure Deadlines</b>         | <ul style="list-style-type: none"> <li>• Local government: spend all ESG grant funds within 24 months of grant award.</li> <li>• State grantees: make grant funds available to subrecipients within 65 days of the grant award by HUD with obligation by 180 days of availability from the state, and spent within 2 years of grant award.</li> </ul>  | <ul style="list-style-type: none"> <li>• All grantees must spend at least 60 percent of funds within 2 years of the date that HUD signs the grant agreement, and 100 percent of funds within 3 years of this date.</li> <li>• HUD may recapture unexpended funds in violation of the 2-year expenditure requirement and reallocate such funds to grantees in</li> </ul>  |

|  |  |   |
|--|--|---|
|  | State prevention funds should be available within 180 days, and obligated and spent within 30 days, and 180 days respectively.   | compliance with that requirement.   |
| <b>Reporting and Access of Program Funding</b> | <ul style="list-style-type: none"> <li>• Integrated Disbursement and Information System (IDIS): Request ESG payments and report accomplishments</li> <li>• HMIS: Collect beneficiary data</li> <li>• Consolidated Annual Performance and Evaluation Reporting (CAPER)</li> </ul> | <ul style="list-style-type: none"> <li>• IDIS: Request HPRP payments and report accomplishments</li> <li>• HMIS: Collect data on use of funds and persons served</li> <li>• Quarterly reporting required by Recovery Act: HUD will establish requirements pursuant to direction by OMB</li> </ul> |

**Appendix C: Habitability Standards for HPRP**

Organizations providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Following are the habitability standards that grantees must follow:

(a) State and local requirements. Each grantee or subgrantee under this Notice must ensure that housing occupied by a family or individual receiving HPRP assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.

(b) Habitability standards. Except for less stringent variations as are proposed by the grantee or subgrantee and approved by HUD, housing occupied by a family or individual receiving HPRP assistance must meet the following minimum requirements:

(1) Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

(2) Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(3) Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(4) Interior air quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(5) Water supply. The water supply must be free from contamination.

(6) Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(7) Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

(9) Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

(11) Fire safety.

(i) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(ii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.



**Appendix D: Special Grant or Subgrant Conditions for "High-Risk" Grantees**

(a) A grantee or subgrantee may be considered high risk if HUD determines that a grantee or subgrantee:

- (1) Has a history of unsatisfactory performance, or
- (2) Is not financially stable, or
- (3) Has a management system which does not meet the management standards set forth in this part, or
- (4) Has not conformed to terms and conditions of previous awards, or
- (5) Is otherwise not responsible; and if the awarding agency determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

(b) Special conditions or restrictions may include:

- (1) Payment on a reimbursement basis;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- (3) Requiring additional, more detailed financial reports;
- (4) Additional monitoring;
- (5) Requiring the grantee or subgrantee to obtain technical or management assistance; or
- (6) Establishing additional prior approvals.

(c) If an awarding agency decides to impose such conditions, the awarding official will notify the grantee or subgrantee as early as possible, in writing, of:

- (1) The nature of the special conditions/restrictions;
- (2) The reason(s) for imposing them;

- (3) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- (4) The method of requesting reconsideration of the conditions/restrictions imposed.

## EXHIBIT H-2

### DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5307-N-02]

**Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009;  
Corrections and Clarifications**

**AGENCY:** Office of the Assistant Secretary for Community Planning and Development, HUD

**ACTION:** Notice of corrections and clarifications

**EFFECTIVE DATE:** These corrections are effective as of June 8, 2009.

**SUMMARY:** This notice makes clarifying and other corrections to the Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009 (Notice), which the Department of Housing and Urban Development (HUD) posted on its website on March 19, 2009. These corrections include: (1) a revision of the time period for HUD's review of HPRP applications, (2) the addition of a provision for waiving non-statutory requirements in the Notice, (3) the identification of the District of Columbia as a metropolitan city, (4) a clarification of the maximum number of months for which a program participant may receive housing relocation and stabilization services, (5) an extension of the timeframe for incurring eligible pre-award costs, and (6) a revision of the timeframe for drawing down funds for eligible costs incurred during the grant period. A revised version of the Notice, which incorporates these corrections, will be posted on the HUD Homelessness Resource Exchange at: [www.hudhre.info](http://www.hudhre.info).

**SUPPLEMENTARY INFORMATION:**

1. The first two sentences of section E of the Overview Information on page 2 of the Notice are revised to read as follows:

Substantial amendments submitted pursuant to this Notice must be postmarked to HUD no later than 60 days from the date of publication of this Notice. HUD will complete its review of all correctly completed substantial amendments within 45 days of receipt.

2. Section F.2.c. of the Overview Information on page 3 of the Notice is revised to read as follows:

Each substantial amendment submitted to HUD will be subject to the approval process set forth in 24 CFR 91.500, except that: HUD will approve or disapprove the substantial amendment within 45 days of receipt; jurisdictions with disapproved substantial amendments may revise and resubmit a substantial amendment within 15 days after HUD sends the first notification of its disapproval; and HUD will approve or disapprove the revised substantial amendment within 15 days of receiving the resubmission.

3. The following paragraph is added as paragraph 4 of Section I.A. of the Notice:

The requirements in this Notice may be waived in the same manner as regulatory requirements. Grantees must submit a written request to HUD. Upon a determination of good cause, the Assistant Secretary for Community Planning and Development may, subject to statutory limitations, waive any provision of this Notice. Each waiver must be in writing and must specify the grounds for approving the waiver.

4. The following sentence is added to the end of the definition of *metropolitan city* in Section I.B. of the Notice:

This includes the District of Columbia.

5. The first sentence of Section III.B. of the Notice is revised to read as follows:

Metropolitan cities (including the District of Columbia), urban counties, and territories, or an agency of those governments, may directly carry out eligible activities, or may distribute all or part of their grant amounts to private non-profit organizations to carry out HPRP activities.
6. The following sentence is added after the second sentence of Section IV.A.2. of the Notice:

Each program participant may receive housing relocation and stabilization services for up to 18 months.
7. The last two sentences of Section IV.A.4.b. of the Notice are revised to read as follows:

Eligible pre-award costs that grantees may incur are costs that are directly related to preparing the application for submission to HUD or participating in HUD-sponsored HPRP training, starting with the publication of this Notice and ending with the execution of the grant agreement. This includes, but is not limited to, staff costs for preparing the substantial amendment and publication, other costs related to the public comment process, or reasonable travel and accommodation costs related to participation in HUD-sponsored HPRP training.
8. The last sentence of Section IV.A.4.c. of the Notice is revised to read as follows:

In addition, all administrative costs must be incurred prior to the 3-year expenditure deadline (described in Section V.A.2).
9. The second sentence of Section IV.F.1. of the Notice is revised to read as follows:

HUD will notify the grantee within 45 days of receipt that either the application was accepted or it did not meet the requirements of this Notice.
10. Section V.A.2 of the Notice is revised to read as follows:

Expenditure. Each grantee must draw down 60 percent of its HPRP grant funds within 2 years of the date that HUD signed the grant agreement, and must expend 100 percent of its funds within 3 years of this date. If a grantee cannot spend 60 percent of its grant funds within 2 years of the date that HUD signed the grant agreement, HUD may reallocate the grantee's funds. See Section II.B.2 of this Notice for the process of reallocation. Grantees may continue to draw down funds for up to 90 days after the grant period ends, provided that these funds are used to pay for eligible costs that were incurred before the 3-year expenditure deadline. Any costs incurred after the 3-year deadline, including administrative costs, are not eligible HPRP costs.

11. The third bullet under Section V.J. of the Notice is revised to read as follows:

HUD expedites review, completing all reviews not requiring additional information from the grantee within 45 days of receipt of the substantial amendment;

12. The following bullet is added to the end of Section V.J. of the Notice:

Grantees will have up to 90 days after the 3-year expenditure deadline to draw down funds for eligible HPRP costs incurred during the 3-year grant period.

13. The last sentence of Section VII.G. of the Notice is removed.

**FOR MORE INFORMATION:** Grantees may contact the HUD Field Office serving their area, at the telephone number referred to in the HPRP Notice. In addition, applicants are strongly encouraged to send questions regarding this Notice to HUD's Virtual Help Desk located at <http://www.hudhre.info/index.cfm?do=viewHPRPIssue>.

**AUTHORITY:** Section 7(d) of the Department of HUD Act, 42 U.S.C. 3535(d), and the provisions under the Homelessness Prevention Fund heading of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 123 Stat. 115, 221-222 (Feb. 17, 2009).

Dated: JUN - 8 2009

A handwritten signature in dark ink, appearing to read "Nelson R. Bregón", is written over a horizontal line.

Nelson R. Bregón, General Deputy Assistant  
Secretary, Office of Community Planning and  
Development

[FR-5307-N-02]

SEMINOLE COUNTY/JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC.  
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM  
SUBRECIPIENT AGREEMENT PROGRAM YEAR 2009-2010

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC., a non-profit corporation organized under the laws of the State of Florida, whose mailing address and principal place of business is 2100 Lee Road, Winter Park, Florida 32789, hereinafter referred to as "SUBRECIPIENT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY has heretofore made application, submitted a plan for receipt of the Homelessness Prevention and Rapid Re-Housing Program ("HPRP") funds and entered into a contract for receipt of funding from the United States Department of Housing and Urban Development ("HUD"), pursuant to Title XII OF Division A, American Recovery and Reinvestment Act of 2009, and the implementing HPRP Program regulations set forth in Exhibit H-1, HUD Notice Docket No. FR-5307-N-01 dated March 31, 2009, and Docket No. FR-5307-N-02 dated June 8, 2009; and

WHEREAS, the COUNTY desires to engage SUBRECIPIENT to render certain rapid re-housing services necessary to accomplish the COUNTY's adopted 2005-2009 Consolidated Plan goals related to homelessness prevention; and



**WHEREAS**, the rapid re-housing activities the COUNTY intends to provide pursuant to this Agreement shall consist of financial assistance and housing relocation and stabilization services to Very Low Income Households for the purpose of affording housing stability to income eligible individuals and families; and

**WHEREAS**, the COUNTY and SUBRECIPIENT have determined that an essential public purpose of providing stable housing for lower income citizens of Seminole County is served by entering into this Agreement ("Agreement") to fund SUBRECIPIENT's rapid re-housing activities within Seminole County, Florida through April 30, 2012 from COUNTY's 2009-2010 Program Year HPRP allocation,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Definitions.**

(a) "CS Administrator" means the Seminole County Community Services' Department Director or the Community Assistance Division Manager acting through and on behalf of the Director or their designee.

(b) "County Approval" means written approval by the CS Administrator or the Board of County Commissioners as necessary.

(c) "HPRP" - means the Homelessness Prevention and Rapid Re-Housing Program authorized by Title XII of Division A of the American Recovery and Reinvestment Act of 2009.

(d) "HPRP regulations" - means HUD Notice Docket No. FR-5307-N-01 dated March 31, 2009 and supplemental, additional or successor provisions.

(e) "Financial Assistance and Housing Relocation and Stabilization Services" - means those subsidized and funded assistance activities authorized under HPRP regulations involving SUBRECIPIENT, including particularly the rapid re-housing activities as defined herein and therein.

(f) "Very Low Income" - means gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

**Section 3. Statement of Work.** SUBRECIPIENT, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services as implied, described, referred to or governed by Exhibit "A", the General Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT and in accord with the HPRP Conflict of Interest Policy set forth in Exhibit "H-1", also attached hereto and incorporated herein by reference. SUBRECIPIENT shall also strictly adhere to the Habitability Standards

set forth as a part of Exhibit "H-1" to this Agreement and incorporated herein by reference.

**Section 4. Term.** This Agreement shall be effective upon execution by both parties and shall automatically terminate on June 30, 2012, unless otherwise amended or extended by mutual, written agreement of the parties. COUNTY shall pay SUBRECIPIENT only for the HPRP services described in Exhibit "A" commencing upon execution hereof and completed by April 30, 2012. The COUNTY shall not be responsible for payment to SUBRECIPIENT for any HPRP related charges, claims, or demands for any period ending after June 30, 2012 and not received by COUNTY within thirty (30) days thereafter. All of such payments shall conform to the Project Budget set forth as Exhibit "B", attached hereto and incorporated herein by reference. The requirements set forth in Sections 12, 13, 14, 16, 20 and 23 hereunder shall survive the term of this Agreement as a whole.

**Section 5. Consideration and Limitation of Costs.**

(a) Subject to SUBRECIPIENT's performance under Sections 3 and 4 above, and its compliance with HPRP regulations, COUNTY shall pay SUBRECIPIENT for the services described in Exhibit "A" to this Agreement an amount up to but not exceeding SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) as set forth in Exhibit "B".

(b) The COUNTY has allocated SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) of its funds for SUBRECIPIENT's performance of this Agreement. The COUNTY shall reimburse SUBRECIPIENT for the services rendered under this Agreement up to be not exceeding SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00). In the event that

SUBRECIPIENT does not require the full amount of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY funded projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days.


**Section 6. Requests for Disbursement of Funds and Required Reporting.**

(a) Payments to SUBRECIPIENT by the COUNTY shall be on a monthly invoice basis and shall be contingent upon SUBRECIPIENT's timely submittal of acceptable documentation to the COUNTY on or before the fifteenth (15<sup>th</sup>) day of each month during the term of this Agreement. Such required documentation shall include the following:

(1) Verification that each household assisted by SUBRECIPIENT with funding derived under this Agreement qualifies as a Very Low Income Household. Such reports shall be updated each month for any new additions or deletions to the list of clients assisted by SUBRECIPIENT but need not include verification for current clients already being served for which such documentation has already been provided. Notwithstanding the foregoing, all HPRP assisted households shall be re-certified by SUBRECIPIENT every three (3) months for continued HPRP eligibility.

(2) SUBRECIPIENT shall submit a completed Request for Payment Form attached hereto and incorporated herein as Exhibit "C", as a precondition for COUNTY to initiate the payment process. Such

Form shall be submitted with a letter of transmittal on SUBRECIPIENT's letterhead, signed by its Executive Director. All payment requests shall include statements of all rent costs, deposit subsidies and administrative expenses services for the current report period categorized by budget line item and consistent with the requirements of Exhibits "B" and "C" including supporting documentation such as invoices and rent or deposit receipts.

(3) SUBRECIPIENT shall provide the COUNTY a completed Monthly Report which is a monthly participant roll summarizing the amount of the COUNTY's HPRP funds obligated and expended for each household assisted. The Monthly Report Form, attached hereto and incorporated herein as Exhibit "D," shall be submitted to COUNTY within fifteen (15) days after the end of each month. Further, SUBRECIPIENT shall provide the  COUNTY a completed End of Quarter Report Form, attached hereto and incorporated herein by reference as Exhibit "E," to the COUNTY within six (6) days after the end of each respective quarter. Included in Exhibit "D" and Exhibit "E" shall be a summary of demographic data for each housing unit identified for assistance and each HPRP activity. The COUNTY shall be provided copies and transcriptions of any records deemed necessary by the COUNTY to accomplish the foregoing process.

(b) Payments to SUBRECIPIENT shall be as soon as practicable; provided, however, that if SUBRECIPIENT has performed services in full compliance with this Agreement, HPRP regulations, and applicable laws, rules and regulations, payment shall be made by the COUNTY to

SUBRECIPIENT within thirty (30) days of receipt of acceptable documentation by the COUNTY.

(c) All receipts and disbursements by SUBRECIPIENT shall be fully documented to the satisfaction of the COUNTY so as to be available upon request for inspection or audit in accordance with this Agreement and Federal and State law, as applicable, or as otherwise may be reasonably required by the COUNTY.

(d) SUBRECIPIENT shall, in conjunction with the final payment request, transfer to COUNTY a full and complete copy of all client files, project files and all other documents related to any funding hereunder provided by COUNTY. SUBRECIPIENT shall also provide the COUNTY, within thirty (30) days after completion of all services to be performed hereunder, a completed End of Project Report, attached hereto and incorporated herein by reference as Exhibit "F."

(e) Within thirty (30) days after completion of all services to be performed hereunder, SUBRECIPIENT shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. Such statement shall be presented in a format consistent with that prescribed by subsection 6(a)(3), above. The COUNTY shall not be responsible for payment to SUBRECIPIENT of any charges, claims, or demands for any period ending after June 30, 2012 and not received by COUNTY within thirty (30) days thereafter.

(f) SUBRECIPIENT shall utilize the Seminole County Community Services Department/Community Assistance Division Format for Calculating Adjusted Income, attached hereto and incorporated herein by reference as Exhibit "G" in its provision of services hereunder. The COUNTY shall

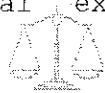
have access to and be provided copies and transcripts of SUBRECIPIENT's records for activities and services performed during the term of this Agreement as necessary for the COUNTY or HUD to determine compliance with HPRP regulations and this Agreement.

(g) As an express condition of receiving continued payment of HPRP funds from COUNTY, SUBRECIPIENT shall meet and adhere to the following timetable for completion and expenditure of funds:

(1) February 1, 2010 - \$15,000.00 of HPRP funds expended.

(2) August 1, 2010 - an additional \$15,000.00 of HPRP funds expended with cumulative total expenditures of not less than \$30,000.00.

(3) February 1, 2011 - an additional \$15,000.00 HPRP funds expended with cumulative total expenditures of not less than \$45,000.00.



(4) August 1, 2011 - an additional \$15,000.00 HPRP funds expended with cumulative total expenditures of not less than \$60,000.00.

(5) April 1, 2012 - expenditure of remaining \$15,000.00 HPRP funds with cumulative total expenditures of not less than \$75,000.00.

Failure to meet or adhere to the above performance completion dates shall be deemed a breach of this Agreement and may, at the sole option of COUNTY, result in termination of this Agreement, denial of future payment requests, or initiation of other available remedies pursuant to Sections 21 through 23, respectively, of this Agreement.

**Section 7. Unavailability of Funds.** If the COUNTY learns that funding from the Federal government cannot be obtained or continued, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SUBRECIPIENT as provided in Section 28 herein. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SUBRECIPIENT after SUBRECIPIENT has received such notice of termination. In the event there are any unused or returned HPRP funds, SUBRECIPIENT shall promptly refund those funds to the COUNTY.

**Section 8. Compliance with Federal and State Law and Uniform Administrative Requirements.** SUBRECIPIENT shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

(1) Title 24, Code of Federal Regulations, Part 92, "Regulations Relating to Housing and Urban Development", including particularly the parts and sections identified below;

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968"; and

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped".

(b) Uniform Administrative Requirements.

(1) "OMB Circular A-87 "Cost Principles For State, Local and Indian Tribe Governments";



(2) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations"; and

(3) If applicable, OMB Circular No. A-133, addressing auditing procedures involving grants and aggregated Federal assistance of more than \$500,000.00.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

- (1) 24 CFR 84.2 - "Definitions";
- (2) 24 CFR 84.5 - "Subawards";
- (3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";
- (4) 24 CFR 84.21 - "Standards for Financial Management Systems";
- (5) 24 CFR 84.22 - "Payment";
- (6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";
- (7) 24 CFR 84.30 - "Purpose of Property Standards";
- (8) 24 CFR 84.31 - "Insurance Coverage";
- (9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship";

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";

(12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";

(13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HPRP Program Requirements. SUBRECIPIENT shall fully comply with the HPRP regulations, contained within Exhibit H-1 and Exhibit H-2, attached hereto and incorporated herein by reference.

(e) Compliance with State and Local Laws and Regulations. During the execution and implementation of this Agreement, SUBRECIPIENT shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SUBRECIPIENT shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors, or employees pursuant to said statutes;

(2) Chapter 119, Florida Statutes - "Public Records";

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY; and

(4) SUBRECIPIENT shall comply with the Local Relocation and Anti-displacement Policy (the "Policy"), as adopted by the COUNTY. Should SUBRECIPIENT's performance during this Agreement necessitate, as determined by applicable Federal regulations, particularly as to compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SUBRECIPIENT shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall actively oversee, implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the SUBRECIPIENT be found to have violated or attempted to violate the Act and/or the Policy, SUBRECIPIENT shall be in default of this Agreement and COUNTY may unilaterally terminate this Agreement and seek appropriate remedies pursuant to Section 23 hereof.

**Section 9. Amendments to Agreement.** This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. Except for changes with respect to Section 28 as explained below, changes to any other covenants, exhibits, conditions of performance or the term of this Agreement shall only be made by formal, written amendment to this instrument. A change in the parties designated for notice pursuant to Section 28 hereof may be made by written notice sent via U.S. Mail to the other party and without the

need for formal amendment to this Agreement. Any such notice of a change in the person(s) designated for notice shall be attached to each party's copy of this Agreement and shall be deemed effective three (3) business days subsequent to the postmark date.

**Section 10. Project Publicity.** Any news release, project sign or other type of publicity pertaining to HPRP funded hereunder shall recognize the Seminole County Board of County Commissioners as the recipient funded by HUD and providing funds to SUBRECIPIENT.

**Section 11. Management Assistance.** The CS Administrator or designee shall be reasonably available to SUBRECIPIENT to provide guidance on HPRP regulations; provided, however, that this provision shall not be construed as giving legal advice to SUBRECIPIENT or relieving SUBRECIPIENT from any duties or obligations set forth herein.



**Section 12. Maintenance of Records.**

(a) SUBRECIPIENT shall, at a minimum, maintain all records required by applicable Federal, State and local laws, regulations and procedures.

(b) SUBRECIPIENT shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of HPRP funds and compliance with this Agreement.

(c) SUBRECIPIENT shall maintain all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid by SUBRECIPIENT on behalf of income qualified tenants;

(2) Items purchased and paid for through standard procedures adopted by SUBRECIPIENT: invoices and copies of canceled checks;

(3) Agreements and leases, including the contract itself, billings and copies of canceled checks.

(d) If receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per year from all Federal sources, SUBRECIPIENT shall perform an annual audit of HPRP activities in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of these funds shall be provided to the COUNTY and the CS Administrator. The audit shall include an opinion of compliance or non-compliance with the regulations listed in Section 8 of this Agreement.

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. SUBRECIPIENT shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law; provided, however, that if litigation ensues from any matter arising pursuant to this Agreement, such records shall be maintained until the litigation is concluded, even if longer than five (5) years.

**Section 13. Non-Expendable Property.** Any grant funded, non-expendable personal property acquired by SUBRECIPIENT to perform the projects stated herein and approved by the COUNTY hereunder shall be subject to Federal, State and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any grant funded non-expendable personal property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

**Section 14. Liability.** Except for HPRP payments as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to SUBRECIPIENT in connection with the services SUBRECIPIENT performs hereunder, or for debts or claims of any type whatsoever accruing to such parties against SUBRECIPIENT. This Agreement shall not create a contractual relationship, either express or implied, between the COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to SUBRECIPIENT as a result of services or payments provided hereunder.

**Section 15. Subcontracts, Subcontractors and Performance Bonds.**

(a) All contracts made by SUBRECIPIENT to perform the activities described in Exhibit "A" shall comply with applicable laws, rules and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which SUBRECIPIENT wishes to subcontract must be approved in writing by the CS

Administrator and may not exceed the financial restraints set forth in Section 5 and Exhibit "B" of this Agreement.

(b) SUBRECIPIENT shall remain fully responsible for the adequacy of goods and services rendered by subcontractors, vendors or other professional associates. All subcontractors or other outside professionals retained by SUBRECIPIENT shall be pre-approved by COUNTY before SUBRECIPIENT enters into any contract with such outside subcontractors or vendors. SUBRECIPIENT shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. Approval or disapproval shall be in writing and signed by the CS Administrator. SUBRECIPIENT shall be fully responsible for the prompt payment of such vendors, contractors and subcontractors and for prompt removal of any liens that may be filed by such persons. All subcontractors and other vendors utilized by SUBRECIPIENT shall be properly licensed and insured. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

(c) All contractors and subcontractors hired or retained by SUBRECIPIENT shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services comprising the services provided hereunder. For the duration of the term hereof, SUBRECIPIENT shall furnish COUNTY with a copy of the subject performance bond(s) in the required amounts. To the extent any special increase in service costs is approved by COUNTY, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the

date SUBRECIPIENT enters into a binding agreement for the contracted goods and services and before the commencement of any work under those contracts. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, SUBRECIPIENT shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

#### **Section 16. Indemnification.**

(a) Subject to paragraph 13(c) below, SUBRECIPIENT shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to SUBRECIPIENT or whomsoever, resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; any act or omission of SUBRECIPIENT in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the



insurance required hereunder or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT at the address provided hereinafter. Upon receiving such notice, SUBRECIPIENT, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in SUBRECIPIENT's defense of any such action, suit or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern all matters of tort liability and limitations on damages as to COUNTY and nothing in this Agreement shall be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in said Statute, anything else in this section or elsewhere in this Agreement to the contrary notwithstanding.

**Section 17. Insurance.** SUBRECIPIENT shall ensure that either its insurance coverage or self-insurance program and the insurance coverage of its contracted agents and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. SUBRECIPIENT shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations.

SUBRECIPIENT shall require all such persons to name both SUBRECIPIENT and the COUNTY as additional insureds in the insurance policy required hereunder and to provide proof of adequate insurance at or prior to the time of commencement of services or goods to SUBRECIPIENT.

**Section 18. Non-Assignability.** Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other party.

**Section 19. Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**Section 20. Program Income.** In the event that any program income (returned funds) is received by SUBRECIPIENT during or after the term of this Agreement, SUBRECIPIENT shall immediately return such monies to the COUNTY.

**Section 21. Suspension and Termination.** This Agreement may be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R. sections 85.43 and 85.44, or other good cause by the COUNTY. Notice thereof shall be provided pursuant to this Agreement.

**Section 22. Breach of Agreement.**

(a) Any failure to comply with HPRP, or other terms of this Agreement shall constitute a breach of this Agreement. In the event of a breach by SUBRECIPIENT, County shall have the option to terminate or suspend this Agreement and to seek the remedies allowed by Section 23 hereof.

(b) Should any of the funds paid by the COUNTY pursuant to this Agreement be misused or misappropriated by SUBRECIPIENT, such

occurrence shall be an event of default hereunder. Said funds shall be immediately due and payable to the COUNTY. The COUNTY may send a letter to SUBRECIPIENT demanding payment of said monies which may be recorded in the Official Land Records so as to constitute a lien on any and all of SUBRECIPIENT's personal property to the extent allowed by law, as provided in Section 23(g) of this Agreement.

**Section 23. Enforcement of Agreement and Remedies.** Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SUBRECIPIENT pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another homelessness prevention and rapid re-housing program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SUBRECIPIENT;
- (d) Demand SUBRECIPIENT immediately repay any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of SUBRECIPIENT's monetary or other personal property. To create such a lien, the COUNTY shall send a letter to SUBRECIPIENT demanding refund of any monies expended to SUBRECIPIENT pursuant to this Agreement. Said letter shall be recorded

in the public records of Seminole County and, to the extent allowed by law, shall thereafter constitute a lien upon SUBRECIPIENT's real and personal property.

(h) Initiate of a suit in law or equity in a court of competent jurisdiction to obtain any available remedy.

**Section 24. Reversion of Assets.** Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the COUNTY any HPRP funds remaining and any accounts receivable attributable to the use of HPRP funds pursuant to 24 C.F.R. section 92.504(c)(2)(vii). SUBRECIPIENT shall not be allowed to acquire any real property from HPRP funds allocated to SUBRECIPIENT under this Agreement.

**Section 25. Certification Regarding Lobbying.** SUBRECIPIENT certifies by its signature hereunder, that to the best of its knowledge and belief:



(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

(b) If any funds other than HPRP funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or

employee of Congress, or any employee of a member of Congress in connection with this Agreement, SUBRECIPIENT shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

**Section 26. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any responsibility of SUBRECIPIENT provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

**Section 27. Entire Agreement and Effect on Prior Agreement.** This instrument and the Exhibits attached hereto constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, notice shall be sent to:

**For COUNTY:**

CS Administrator  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For SUBRECIPIENT:**

Jewish Family Services of Greater Orlando, Inc.  
2100 Lee Road  
Winter Park, Florida 32789

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

**Section 29. Third Party Beneficiaries.** Other than HPRP assisted households, there are no third party beneficiaries under this Agreement.

**Section 30. Equal Opportunity Employment.** SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 31. Conditions Precedent.** The parties hereto each represent to the other that they have done all things necessary as conditions precedent to the execution of this instrument and that the

persons whose signatures appear below have the legal authority to execute same on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date hereinabove first written.

ATTEST:

JEWISH FAMILY SERVICES OF GREATER  
ORLANDO, INC.

DIANE I. ANDREWS, Secretary

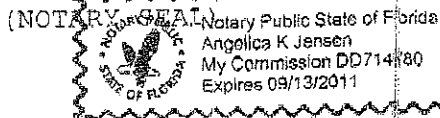
By: 

MARTIN E. SHERMAN, President

Date: 9-15-09

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that, on this 15<sup>th</sup> day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARTIN E. SHERMAN and ~~DIANE I. ANDREWS~~, as President and Secretary, respectively, of JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC., a non-profit corporation organized under the laws of the State of Florida, [☒] who are personally known to me or [☐] who have produced \_\_\_\_\_, as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation.



Angelica Jensen  
Print Name: Angelica Jensen  
Notary Public in and for the  
County and State Aforementioned

[Balance of this page intentionally blank; signatory page continues]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2009, regular meeting.

\_\_\_\_\_  
County Attorney

SED/dre  
09/03/09

Attachments:

Exhibit "A" General Scope of Services  
Exhibit "B" Project Budget Form  
Exhibit "C" Request for Payment Form  
Exhibit "D" Monthly Report Form  
Exhibit "E" End of Quarter Report Form  
Exhibit "F" End of Project Report Form  
Exhibit "G" Seminole County Community Services Department  
/Community Assistance Division Form for  
Calculating Adjusted Income Form  
Exhibit "H-1" HRPR Program Regulations [Docket No. FR-5307-N-01]  
Exhibit "H-2" HRPR Program Regulations [Docket No. FR-5307-N-02]

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## EXHIBIT A

### GENERAL SCOPE OF SERVICES

*All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.*

#### Generally:

The Recovery act included a \$1.5 billion appropriation for the Homelessness Prevention and Rapid Re-Housing Program (HPRP). The purpose of the HPRP is to provide homelessness prevention assistance for households who would otherwise become homeless and rapid re-housing assistance for persons who are homeless. The U.S. Department of Housing and Urban Development (HUD) expects that resources will be targeted to serve households that are most in need and that are most likely to achieve stable housing. The overall goal of HPRP is to rapidly transition program participants to stability, either through their own means or through public assistance, as appropriate. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive services needs of households that affect housing stability. Assistance should be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability.

The funds under the program are intended to target two populations of persons facing housing instability: (1) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary assistance to maintain housing (prevention); and (2) individuals and families who are experiencing homelessness (as defined by the McKinney-Vento Homeless Assistance Act) and need temporary assistance in order to obtain, remain and maintain housing (rapid re-housing).

The purpose of this scope of services is to deliver rapid re-housing financial assistance and housing relocation and stabilization services to Low Income individuals and families who are experiencing any of the following conditions:

- residing in emergency/transitional shelters,
- families or individuals residing with children/youth in motel rooms,
- living on the street,
- those who share housing of others due to loss of housing, economic hardship, or similar reasons,

and need temporary assistance in order to obtain housing and retain it.

#### Specific Obligations:

1. SUBRECIPIENT shall locate and provide financial assistance and housing relocation and stabilization assistance for homeless families, as defined by the McKinney-Vento Homeless Assistance Act, with children in Seminole County Public Schools.

2. SUBRECIPIENT shall ensure that the households receiving assistance meet all of the following conditions:
  - a. Household must be homeless as defined by the McKinney-Vento Homeless Assistance Act.
  - b. Household must be at or below 50 percent of the Area Median Income (AMI).
  - c. Households that are likely to sustain housing after the HPRP subsidy ends.
3. The SUBRECIPIENT shall utilize a process to assess, for all potential program participants, their level of service need, other resources available to them, and the appropriateness of their participation in the rapid re-housing assistance portion of the HPRP. A copy of the results of each initial assessment shall be forwarded to the County with the SUBRECIPIENT's monthly reports.
4. Initially, assistance will be offered to no more than 20 homeless families. Subject to County's approval and funding availability, additional homeless families, in increments of 5, can be accepted into the program after the estimated funding requirements of the initial 20 homeless families is determined. Six months after the commencement of the agreement and subject to funding availability, a homeless family can be added to the program for each family that completes or drops out from the program.
5. Exhibit B to the Agreement contains the initial budget allocations for each HPRP activity covered by this agreement. Requests for adjustments to the budget allocations must be in writing and contain justification for the request. Budget allocation changes must be approved in writing by the Community Assistance Division Manager.
6. Financial Assistance. Financial assistance is limited to the following activities and their accompanying requirements:
  - a. Rental Assistance
    - i. Tenant-based rental assistance can be used to allow individuals and families obtain and remain in a rental unit they select.
    - ii. Monthly rental subsidy is limited to the lesser of the rent amount over 30% of the applicant's monthly calculated adjusted income or \$800. Utilize Exhibit "G" to calculate the monthly adjusted income.
    - iii. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months.
    - iv. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4 to 18 months.
    - v. No program participant may receive more than 18 months of assistance under HPRP.
    - vi. Program participants must re-certify their eligibility at least once every three months.
    - vii. Since this agreement is limited to the rapid re-housing of homeless individuals and families, the payment of rental arrearages is not an

authorized expense, without the written authorization of the COUNTY.

viii. Rental assistance paid cannot exceed the actual rent cost, which must be in compliance with HUD's standard of "rent reasonableness" as defined on page 15 of Exhibit H-1, HUD's Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009 (Docket No. FR-5307-N-01).

ix. Organizations providing rental assistance with HPRP funds are required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. The habitability standards contained in Appendix C of Exhibit H-1. Documentation of completed inspections must be maintained in the client's file.

x. Rental assistance payments cannot be made on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided through another federal, state, or local housing subsidy program.

b. Security and Utility Deposits

i. HPRP funds may be used to pay for security deposits, including utility deposits, for eligible program participants.

ii. Security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types.

c. Utility Payments

i. HPRP funds may be used for up to 18 months of utility payments for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company.

ii. Since this agreement is limited to the rapid re-housing of homeless individuals and families, the payment of utility arrearages is not an authorized expense, without a written authorization from the COUNTY.

d. Moving Cost Assistance. HPRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the program participant is in housing, whichever is shorter.

e. Motel and Hotel vouchers. HPRP funds may be used for reasonable and appropriate motel and hotel vouchers for up to 30 days if no appropriate

shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants.

7. Housing Relocation and Stabilization Services. HPRP funds may be used for services that assist program participants with housing stability and placement. These services are limited to the following eligible activities:

a. Case Management

- i. HPRP case management funds may be used for activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability.
- ii. Component services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP financial assistance.

b. Outreach and Engagement

- i. Services or assistance designed to market or publicize this program are not funded under this agreement.

c. Housing Search and Placement

- i. HPRP housing search and placement funds may be used for services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing.
- ii. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangement; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.

d. Legal Services

- i. HPRP funds may be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues.
- ii. Legal services related to mortgages are not eligible.
- iii. Since this agreement is limited to the rapid re-housing of homeless individuals and families, the payment for legal services is not an authorized expense, without a written authorization from the COUNTY.

- e. Credit Repair – HPRP funds may be used for services that are targeted to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving personal credit issues.
- 8. Data Collection and Evaluation. All data collection and evaluation activity will be input into the systems identified and funded by the COUNTY.
- 9. Administrative Costs. There will be no Administrative Cost reimbursements connected to this agreement.
- 10. Other Ineligible and Prohibited Activities. HPRP funds may not be used to pay for any of the following items:
  - a. Mortgage costs
  - b. Child Care
  - c. Employment Training
  - d. Construction or rehabilitation
  - e. Credit card bills or other consumer debt
  - f. Car repair or other transportation costs
  - g. Travel costs
  - h. Food
  - i. Medical or dental care and medicines
  - j. Clothing and grooming
  - k. Home furnishings
  - l. Pet care
  - m. Entertainment activities
  - n. Work or education related materials
  - o. Cash assistance to program participants
- 11. Both COUNTY and SUBRECIPIENT shall jointly monitor the progress towards housing stability of families/individuals receiving assistance under the terms of this agreement. This monitoring and case review will occur at least quarterly.
- 12. No SUBRECIPIENT board member, employee or any related family member of either shall receive or obtain gain, profit, or benefit in the form of a commissions, fees, or payment for any other related product or service funded under this Agreement.
- 13. SUBRECIPIENT shall submit completed monthly reports in the form of Exhibit “D” to the Agreement to the COUNTY by the fifteenth (15<sup>th</sup>) day of each month after execution of this Agreement and shall continue to submit these reports until all funds have been expended or returned to the County.
- 14. SUBRECIPIENT shall submit Program Measures on a quarterly basis in the form of Exhibit “E”. Information must be reported to the COUNTY by the 6<sup>th</sup> day following the end of each quarter for the term of this agreement. The first quarter under this agreement is December 31, 2009, which represents the period October 1 through December 31, 2009. The information must be reported to the COUNTY by January 6, 2010. The following categories apply:
  - a. Funds obligated

- i. Quantifies efficiency and timeliness by measuring the dollar amount of funds obligated by sub-grantee on a quarterly basis.
  - b. Funds expended
    - i. Quantifies efficiency and timeliness by measuring the dollar amount of funds expended by sub-grantee on a quarterly basis.
  - c. Number of jobs created or retained
    - i. Tracks the number of jobs (FTEs) created or retained through program activity each quarter.
    - ii. Actual FTEs (actual hours that new/retained employee worked since the program inception divided by the sum of number of quarters since the program inception x 520) will be measured against the estimate of how many jobs would be created by the ORGANIZATION with the implementation of the HPRP.
  - d. Number of participants receiving rapid re-housing assistance
    - i. Measures program success in contributing to HUD's goal of preventing homelessness by tracking the number of people receiving rapid re-housing assistance each quarter.
  - e. Number and percentage of program participants stably housed at exit after receiving rapid re-housing assistance
    - i. Measures success of program's rapid re-housing assistance services by tracking the number and percentage of program participants stably housed at exit after receiving rapid re-housing assistance.
  - f. Number and percentage of program participants who have stable and sustained housing.
    - i. Measures success of program's rapid re-housing assistance services by tracking the number and percentage of program participants that have stable and sustainable housing for 6 months past program completion.
- 15. At the conclusion of all required services under the Agreement, SUBRECIPIENT shall submit the End of Project Report in the form of Exhibit "F" to the Agreement.

## **EXHIBIT "B"**

### **PROJECT BUDGET**

**Jewish Family Services of Greater Orlando, Inc**

**HPRP – Rapid Re-housing**

| <b>Activity</b>   | <b>Budget</b>                           |
|---|---|
| <b>Financial Assistance (FA)</b>                            | <b>\$40,000.00</b>                      |
| Short-term or Medium-term Rent/Utility Assistance           | Included within the FA Overall Budget   |
| Security or Utility Deposits                                | Included within the FA Overall Budget   |
| Moving Cost Assistance                                      | Included within the FA Overall Budget   |
| Motel and Hotel Vouchers                                    | Included within the FA Overall Budget   |
| <b>Housing Relocation and Stabilization Services (HRSS)</b> | <b>\$35,000.00</b>                      |
| Case Management   | Included within the HRSS Overall Budget |
| Housing Search & Placement Services                         | Included within the HRSS Overall Budget |
| Legal or Mediation Services                                 | Included within the HRSS Overall Budget |
| Credit Repair   | Included within the HRSS Overall Budget |
| <b>Total</b>  | <b>\$75,000.00</b>                      |

**Changes to an Activity's budgeted amount must be approved in writing by the Community Assistance Division Manager. Total budget is not to exceed \$75,000.00.**

## EXHIBIT "C"

### REQUEST FOR PAYMENT

**Jewish Family Services of Greater Orlando, Inc.**

### HPRP – Rapid Re-housing

Subrecipient: Jewish Family Services of Greater Orlando, Inc.

Name of Activity: HPRP – Rapid Re-housing

Contact Person: \_\_\_\_\_

Payment Request No: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

| <b>Rapid Re-housing Sub-Activities</b>            | <b>(A)<br/>Budget<br/>Amount</b> | <b>(B)<br/>Previous<br/>Total Paid to<br/>Date</b> | <b>(C)<br/>Payment<br/>Amount<br/>this Request</b> | <b>(D)<br/>(D Equals B Plus C)<br/>This Total equals<br/>Paid<br/>To Date</b> | <b>(A Minus D)<br/>Budget<br/>Balance</b> |
|---|----------------------------------|--|--|---|---|
| Short-term or Medium-term Rent/Utility Assistance |                                  |  |  |   |   |
| Security or Utility Deposits                      |                                  |  |  |   |   |
| Moving Cost Assistance                            |                                  |  |  |   |   |
| Motel and Hotel Vouchers                          |                                  |  |  |   |   |
| Case Management                                   |                                  |  |  |   |   |
| Housing Search & Placement Services               |                                  |  |  |   |   |
| Legal or Mediation Services                       |                                  |  |  |   |   |
| Credit Repair                                     |                                  |  |  |   |   |
| <b>TOTAL</b>                                      | <b>\$75,000.00</b>               |  |  |   |   |

**Attach a copy of all supporting documentation for this Payment Request**

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# EXHIBIT "D"

## MONTHLY REPORT

Jewish Family Services of Greater Orlando, Inc.

HPRP – Rapid Re-housing

Status Report for Month of \_\_\_\_\_

### I. SUBRECIPIENT INFORMATION

Subrecipient: Jewish Family Services of Greater Orlando, Inc. Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

### II. BUDGET STATUS

| ACTIVITY   | (A)<br>Budget Amount | (B)<br>Previous Total<br>Paid to Date | (C)<br>Payments this<br>Month | (D)<br>(D Equals B Plus C)<br>Total Paid to Date | Outstanding<br>Obligations | (A Minus D)<br>Budget Balance |
|--|----------------------|---------------------------------------|-------------------------------|--|----------------------------|-------------------------------|
| Short-term or<br>Medium-term<br>Rent/Utility<br>Assistance |                      |                                       |                               |  |                            |                               |
| Security or Utility<br>Deposits                            |                      |                                       |                               |  |                            |                               |
| Moving Cost<br>Assistance                                  |                      |                                       |                               |  |                            |                               |
| Motel and Hotel<br>Vouchers                                |                      |                                       |                               |  |                            |                               |
| Case Management  |                      |                                       |                               |  |                            |                               |
| Housing Search &<br>Placement<br>Services                  |                      |                                       |                               |  |                            |                               |
| Legal or Mediation<br>Services                             |                      |                                       |                               |  |                            |                               |
| Credit Repair  |                      |                                       |                               |  |                            |                               |
| TOTAL  | \$75,000.00          |                                       |                               |  |                            |                               |

**EXHIBIT "D"**

**MONTHLY REPORT**

**Jewish Family Services of Greater Orlando, Inc.**

**HPRP – Rapid Re-housing**

Status Report for Month of \_\_\_\_\_

III. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

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Any other special accomplishments:

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Signed: \_\_\_\_\_

# EXHIBIT "E"

## END OF QUARTER REPORT

Jewish Family Services of Greater Orlando, Inc.

### HRPP – Rapid Re-housing

| For the Quarter Ending | Funds Obligated | Funds Expended | Number of Jobs Created or Retained | Number of Participants Receiving Rapid Re-housing Assistance | Number and Percentage of Program Participants Stably Housed at Exit after Receiving Rapid Re-housing Assistance | Number of Program Participants Not Completing Program |
|------------------------|-----------------|----------------|------------------------------------|--|---|---|
| December 31, 2009      |                 |                |                                    |  |   |   |
| March 31, 2010         |                 |                |                                    |  |   |   |
| June 30, 2010          |                 |                |                                    |  |   |   |
| September 30, 2010     |                 |                |                                    |  |   |   |
| December 31, 2010      |                 |                |                                    |  |   |   |
| March 31, 2011         |                 |                |                                    |  |   |   |
| June 30, 2011          |                 |                |                                    |  |   |   |
| September 30, 2011     |                 |                |                                    |  |   |   |
| December 31, 2011      |                 |                |                                    |  |   |   |
| March 31, 2012         |                 |                |                                    |  |   |   |
| June 30, 2012          |                 |                |                                    |  |   |   |

Reasons for non-completion of program -

**Note: Report must be submitted to the County within 6 days of the end of Each Quarter**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "F"**  
**END OF PROJECT REPORT**  
**Jewish Family Services of Greater Orlando, Inc.**  
**HPRP – Rapid Re-housing**

Type of service provided: Rapid Re-housing

Measurement #1 - Total number of families/individuals who received rapid re-housing assistance that were stably housed at their exit from the rapid re-housing program: \_\_\_\_\_

Measurement #2 - Total number of families/individuals who received rapid re-housing assistance: \_\_\_\_\_

Objective: Stable Housing – family or individual that is residing in a place of their own.

Outcome: Sustainability – ability to afford their housing without government subsidy for a minimum of 6 months after completion of program.

| Measure-ment | White/Hispanic | Black/African American/Hispanic | Asian/Hispanic | American Indian/Alaskan Native/Hispanic | Native Hawaiian/Other Pacific Islander/Hispanic | American Indian/Alaskan Native & White/Hispanic | Asian & White/Hispanic | Black/African American & White/Hispanic | American Indian/Alaskan Native & Black American/Hispanic | Other Multi-racial/Hispanic | Female Head of Household | Total |
|--------------|----------------|---------------------------------|----------------|---|---|---|------------------------|---|--|-----------------------------|--------------------------|-------|
| #1           |                |                                 |                |   |   |   |                        |   |  |                             |                          |       |
| #2           |                |                                 |                |   |   |   |                        |   |  |                             |                          |       |
| #1 / #2 in % |                |                                 |                |   |   |   |                        |   |  |                             |                          |       |

Any other special accomplishments: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT/COMMUNITY ASSISTANCE DIVISION**  
**FORMAT FOR CALCULATING ADJUSTED INCOME**



- |    |   |
|----|---|
| \$ | - |
|    | 0 |
- |    |   |
|----|---|
| \$ | - |
| \$ | - |
- |    |   |
|----|---|
| \$ | - |
| \$ | - |
| \$ | - |
| \$ | - |
- |  |   |
|--|---|
|  | 0 |
|--|---|

|    |   |
|----|---|
| \$ | - |
| \$ | - |

- |    |    |   |
|----|----|---|
|    | \$ | - |
|    | \$ | - |
|    | \$ | - |
| \$ | -  |   |
| \$ | -  |   |

- |    |   |    |   |
|----|---|----|---|
| \$ | - | \$ | - |
|----|---|----|---|

17. Subtract the utility allowance from line 16. This is the clients co-pay.

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT****[Docket No. FR-5307-N-01]****Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009**

**AGENCY:** Office of the Secretary, HUD.

**ACTION:** Notice of funding allocations and requirements.

**SUMMARY:** This Notice advises the public of the allocation formula and allocation amounts, the list of grantees, and requirements for the Homelessness Prevention Fund, hereafter referred to as the "Homelessness Prevention and Rapid Re-Housing Program (HPRP)," under Title XII of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). Congress has designated \$1.5 billion for communities to provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. In order to receive these funds, eligible grantees must submit a substantial amendment to the Consolidated Plan 2008 Action Plan (referred to in this Notice as the "substantial amendment").

**EFFECTIVE DATE:** March 19, 2009

**OVERVIEW INFORMATION**

**A. Federal Agency Name:** Department of Housing and Urban Development, Office of Community Planning and Development.

**B. Funding Opportunity Title:** Funding Availability for the Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"), referred to in this Notice as the "Homelessness Prevention and Rapid Re-Housing Program (HPRP)."

**C. Publication:** This Notice is initially being published on HUD's web site. It will also be published in the Federal Register. All HUD materials will be posted on the HUD Homelessness Resource Exchange at: [www.hudhre.info](http://www.hudhre.info).

**D. Catalog of Federal Domestic Assistance (CFDA) Number:** 14.257: Homelessness Prevention and Rapid Re-Housing Program (HPRP).

**E. Dates:** Substantial amendments submitted pursuant to this Notice must be received by HUD no later than 60 days from the date of publication of this Notice. HUD will complete its review of all correctly completed substantial amendments no later than July 2, 2009. HUD intends to execute all grant agreements no later than September 1, 2009. Grantees must obligate funds to their subgrantees by September 30, 2009. The Recovery Act requires grantees to expend 60 percent of HPRP grant funds within two years of the date that funds become available to the grantees for obligation (the date that HUD signs the grant agreement), and 100 percent of funds within three years of this date.

**F. Additional Overview Content Information:**

1. Funding Allocations. As required by the Recovery Act, funds will be allocated according to the formula used for the Emergency Shelter Grants (ESG) Program. Pursuant to HUD's discretion under the Recovery Act, HUD has set a minimum grant amount of \$500,000. Funds for communities that would receive less than this amount will be reallocated to the state in which the community is located. A list of eligible grantees is provided in Appendix A.

2. Modified Requirements for the Consolidated Plan. The requirements at 24 CFR part 91, as modified by this Notice, shall apply to the application and approval process for HPRP funds. Specifically, the following requirements shall apply:

a. In order to receive HPRP funds, each eligible grantee must prepare and submit a substantial

amendment to its Consolidated Plan 2008 Action Plan (“substantial amendment”) in accordance with section IV.E. below. The substantial amendment and other required documents must be received by HUD within 60 days of the publication of this Notice.

b. In preparing the substantial amendment, each eligible grantee must follow its citizen participation plan in accordance with 24 CFR part 91, except that the minimum time period for citizens to comment on the substantial amendment shall be reduced to 12 days. HUD does not require that grantees establish a second period of public comment regarding the process for determining subgrantees, but if a grantee has this requirement in place locally, this public comment period may be reduced to 3 days.

c. Each substantial amendment submitted to HUD will be subject to the approval process set forth in 24 CFR 91.500, except that: HUD will approve or disapprove the substantial amendment by July 2, 2009; jurisdictions with disapproved substantial amendments may revise and resubmit a substantial amendment within 15 days after HUD sends the first notification of its disapproval; and HUD will approve or disapprove the revised substantial amendment within 15 days of receiving the resubmission.

d. Grantees are not required to report on uses of HPRP funds in their Consolidated Annual Performance and Evaluation Report (CAPER). Instead, the use of HPRP funds will be subject to the reporting requirements established by the Recovery Act, as specified by HUD and the Office of Management and Budget (OMB).

3. Recovery.gov web site: To encourage transparency, HUD will require grantees receiving assistance under HPRP to provide reports that will be used for postings on the Recovery.gov web site. This portal is designed to provide one centralized location for the public to find and analyze information, and report potential fraud, waste, and abuse pertaining to the Recovery Act.



**G. For Further Information:** For questions about HPRP, please call 1-800-998-9999. For more information about the HPRP, or to view a copy of the Recovery Act, go to [www.hudhre.info](http://www.hudhre.info). Written questions may be sent to: Ann Marie Oliva, Director, Office of Special Needs Assistance Programs, Department of Housing and Urban Development, 451 Seventh Street, SW, Room 7266, Washington, DC, 20410. Persons with hearing or speech impairments may access the above telephone number via TTY by calling the Federal Information Relay Service at 800-877-8339.

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## **I. Funding Opportunity Description**

### **A. Program Description**

1. Description. Congress enacted the Recovery Act to help persons affected by the current economic crisis. The purpose of the Homelessness Prevention and Rapid Re-Housing Program (HPRP) is to provide homelessness prevention assistance to households who would otherwise become homeless—many due to the economic crisis—and to provide assistance to rapidly re-house persons who are homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302). While HUD will allow grantees the discretion to develop prevention and/or rapid re-housing programs that meet locally-defined needs, HUD also expects

that these resources will be targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of HPRP after the program concludes. Grantees should take this opportunity to develop strategies to identify eligible program participants, review existing models for prevention and rapid re-housing programs, and create a plan that utilizes all resources available through the Recovery Act in order to provide a comprehensive menu of services to assist eligible program participants.

HPRP is focused on housing for homeless and at-risk households. It will provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless *but for* this assistance. The funds under this program are intended to target two populations of persons facing housing instability: 1) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless or assistance to move to another unit (prevention), and 2) individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it (rapid re-housing). Although all eligible activities (described in section IV.A. below) can be used for both populations, considering two eligible populations is a framework for targeting funds that grantees might find useful in establishing local programs and considering the most effective use of funds. HUD is establishing eligibility requirements for program participants (described in section IV.D. below).

It is important to note that HPRP is not a mortgage assistance program. Congress has established other programs to assist with the current mortgage crisis. HPRP funds are only eligible to help program participants—whether they are renters or homeowners about to become

homeless—pay for utilities, moving costs, security deposits and rent in a new unit, storage fees, and other financial costs or services as described in this Notice. HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

2. Match. Grantees are not required to match HPRP funds with any other funding source.

3. New Program. Although the funding allocation is based on that of the ESG program, HPRP is a separate program, with a different program purpose and requirements. The table in Appendix B highlights the differences between ESG and HPRP.

## **B. Definitions**

*Applicant* means a state, territory, metropolitan city, or urban county that submits a substantial amendment and other required documents pursuant to the provisions of this Notice.

*Certification* means a written assertion, based on supporting evidence, that must be kept available for inspection by HUD, by the Inspector General of HUD, and by the public. The assertion shall be deemed to be accurate unless HUD determines otherwise, after inspecting the evidence and providing due notice and opportunity for comment.

*Consolidated Plan* means the plan prepared in accordance with 24 CFR Part 91.

*Grantee* means the legal entity to which HUD awards an HPRP grant and which is accountable for the use of the funds provided.

*Homeless* means as the term is defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).

*HUD* means the U.S. Department of Housing and Urban Development.

*Metropolitan city* means a city that was classified as a metropolitan city under section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)) for Fiscal Year 2008.

*Non-profit subgrantee* means any private non-profit organization to which a grantee provides funds to carry out the eligible activities under the grant and which is accountable to the grantee for the use of funds provided.

*Private non-profit organization* means an organization described in 26 U.S.C. 501(c) that is exempt from taxation under subtitle A of the Internal Revenue Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance.

*Program participant* means an individual or family with or without children that is provided HPRP financial assistance or housing relocation and stabilization services through a rapid re-housing or prevention program. In this Notice, the term "household" refers to individuals or families.

*State* means each of the several States and the Commonwealth of Puerto Rico.

*State subgrantee* means any unit of general local government or private non-profit organization to which a state distributes HPRP grant amounts.

*Subgrantee* means any private non-profit organization or unit of general local government to which a grantee provides funds to carry out the eligible activities under the grant and which is accountable to the grantee for the use of the funds provided.

*Territory* means each of the following: the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

*Unit of general local government* means any city, county, town, township, parish, village, or other general purpose political subdivision of a state.

*Urban county* means a county that was classified as an urban county under section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)) for Fiscal Year 2008.

## **II. ALLOCATIONS**

### **A. Initial Allocation**

1. Allocation Formula. The Recovery Act directs HUD to allocate funds to grantees that are eligible under the ESG program, as defined and designated in sections 411 and 412 of subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, pursuant to the formula authorized by section 413 of that Act. States, urban counties, metropolitan cities, and U.S. territories are eligible grantees under HPRP. Of the \$1.5 billion total appropriated by the Recovery Act for HPRP, Congress set aside 0.5 percent (\$7.5 million) for a portion of HUD's administration of this assistance, including staffing, training, technical assistance, technology, monitoring, research, and evaluation activities. Therefore, \$1,492,500,000 is available for allocation to eligible grantees. Pursuant to law, U.S. territories received 0.2 percent of the total amount of the funding allocation, or \$3,000,000, to be distributed among the several territories based on the ESG formula. After subtracting the grant amount designated for territories, HUD used the ESG formula to allocate the remaining amount, or \$1,489,500,000, to metropolitan cities, urban counties, and states.

2. Minimum Grant Size. Under the ESG program, if, after allocation, any metropolitan city or urban county would receive a grant less than 0.05 percent of the funds available, such amount would be instead reallocated to the state. The Recovery Act provides that the Secretary may establish a minimum grant size for HPRP. The Secretary has utilized this discretion to set the grant minimum at \$500,000, rather than 0.05 percent (or approximately \$750,000), in order to increase the number of metropolitan cities and urban counties eligible to directly receive formula funds under HPRP. Funds for urban counties and metropolitan cities that fell under this threshold were reallocated to the state in which the jurisdiction was located. The \$500,000 grant

minimum resulted in 485 metropolitan cities and urban counties eligible to receive funding, compared to 305 metropolitan cities and urban counties funded under the ESG program. This represents an increase of 180 eligible metropolitan cities and urban counties. Including states and territories, a total of 540 grantees are eligible to receive HPRP funds.

3. Eligible Grantees. Attachment A of this Notice lists all HPRP eligible grantees and the amounts they are eligible to receive.

#### **B. Reallocation**

1. Reallocation of Initial Grant. HUD encourages each local jurisdiction receiving an allocation to carefully consider its administrative capacity to use the funds within the statutory deadlines, compared to the capacity of the state administrator. HUD expects that, after such consideration, some jurisdictions may choose to apply for less than the full amount, which will allow the balance of their grants to be reallocated to the state.

a. Declining the grant. If an eligible grantee receiving an allocation of funds under this Notice (as designated in Attachment A) wishes to decline its allocation, the legally authorized official must notify its local HUD field office in writing of its intent to do so. A list of field office contacts is available at: <http://www.hud.gov/offices/cpd/about/staff/fodirectors/>.

b. Requesting less than the allocation. If an eligible grantee wishes to request less than the total allocation amount for which it is eligible, the legally authorized official must notify its local HUD field office in writing of the amount it will request on or before May 18, 2009.

c. Failure to submit a complete application. If an eligible grantee fails to submit a substantially complete substantial amendment for its grant allocation within the timeframes established in sections IV.E. and IV.F. of this Notice, HUD will notify the jurisdiction of the cancellation of its allocation amount and proceed to reallocate the funds.

d. Distribution of reallocated funds. In the case where an urban county or metropolitan city refuses or requests less than its allocation, HUD will reallocate the funds to the state in which the jurisdiction is located. For a state or territory that refuses or requests less than its allocation, HUD will reallocate the funds nationally according to the original formula.

2. Reallocation at 2-Year Statutory Expenditure Deadline. The Recovery Act requires HUD to obligate all funds to grantees by September 30, 2011. In order to meet this requirement and allow for reallocation if grantees have not spent 60 percent of their funds within 2 years, HUD will be closely tracking grantee expenditures via quarterly reporting and the Integrated Disbursement and Information System (IDIS). If any grantee fails to meet the statutory requirement to expend at least 60 percent of its grant amount within 2 years of the date of the grant agreement, or, for grants signed after July 30, 2009 where it appears that the grantee will fail to meet this requirement, HUD will notify the grantee no later than August 1, 2011, and allow the grantee 21 days to submit information to HUD regarding any additional eligible expenses of HPRP funds accrued within the 2-year period in order to bring grantees into compliance with the 60 percent expenditure threshold. If the grantees cannot do this, HUD may then proceed to recapture the unused HPRP funds and reallocate them. The Secretary will determine the process for reallocation of HPRP funds and notify grantees regarding details at a later date. Grantees should note that all reallocated funds received must be expended within 3 years of the date of the grantee's original grant agreement.

### **III. WHO MAY CARRY OUT ELIGIBLE ACTIVITIES**

#### **A. States**

A state grantee must make available all of its formula allocation, except for an appropriate share of funds for administrative costs, to the subgrantees listed below to carry out all eligible



activities. Any organization receiving HPRP funds shall be subject to all of the requirements that apply to the grantee under this Notice.

1. Units of general local government in the state, which may include metropolitan cities and urban counties that receive grant amounts directly from HUD.
2. Private non-profit organizations, if the local government for the locality in which the program is located certifies that it approves of the program.

#### **B. Metropolitan Cities, Urban Counties, and Territories**

Metropolitan cities, urban counties, and territories, or an agency of those governments, may directly carry out eligible activities, or may distribute all or part of their grant amounts to private non-profit organizations to carry out HPRP activities. Any organization receiving HPRP funds shall be subject to all of the requirements that apply to the grantee under this Notice.

#### **C. Alternate Grant Arrangements**

Any local government grantee may enter into a subgrant with another local government to carry out the program. A local government grantee may choose this arrangement because another local government has greater capacity or because the grantee wants its program to be cooperatively carried out with another local government. Any organization receiving HPRP funds shall be subject to all of the requirements that apply to the grantee under this Notice.

### **IV. REQUIREMENTS FOR FUNDING**

#### **A. Eligible Activities**

Grant funds must be used for eligible activities as described in this Notice. There are four categories of eligible activities for the HPRP program: financial assistance, housing relocation and stabilization services, data collection and evaluation, and administrative costs. These eligible activities are intentionally focused on housing—either financial assistance to help pay

for housing, or services designed to keep people in housing or to find housing. Generally, the intent of HPRP assistance is to rapidly transition program participants to stability, either through their own means or through public assistance, as appropriate. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive services needs of households that affect housing stability. Rather, assistance should be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. Grantee programs should therefore ensure that there is a clear process for determining the type, level, and duration of assistance for each program participant.

1. Financial Assistance. Financial assistance is limited to the following activities: short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel and hotel vouchers. Grantees and subgrantees must not make payments directly to program participants, but only to third parties, such as landlords or utility companies. In addition, an assisted property may not be owned by the grantee, subgrantee or the parent, subsidiary or affiliated organization of the subgrantee.

a. Rental Assistance.

(1) Short- and medium-term rental assistance are tenant-based rental assistance that can be used to allow individuals and families to remain in their existing rental units or to help them obtain and remain in rental units they select. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4 to 18 months. No program participant may receive more than 18 months of assistance under HPRP. After 3 months, if program participants receiving short-term rental assistance need additional financial assistance to remain housed, they must be evaluated

for eligibility to receive up to 15 additional months of medium-term rental assistance, for a total of 18 months. HUD is requiring grantees and subgrantees to certify eligibility at least once every 3 months for all program participants receiving medium-term rental assistance. HUD additionally encourages grantees and subgrantees to provide ongoing case management, as needed, to all program participants receiving rental assistance in order to transition them to independence, including permanent housing arrangements (subsidized or unsubsidized).

(2) The grantee determines the amount of short-term and medium-term rental assistance provided, such as “shallow subsidies” (payment of a portion of the rent), payment of 100 percent of the rent charged, or graduated/declining subsidies. A grantee may also set a maximum amount of assistance that a single individual or family may receive from HPRP funds, or may set a maximum number of times that an individual or family may receive assistance, as long as the total amount of assistance that any individual or family receives does not exceed an amount equal to 18 months of rental assistance. Grantees may require program participants to share in the costs of rent, utilities, security and utility deposits, moving, hotel or motel, and other expenses as a condition of receiving HPRP financial assistance. For example, a program may require a program participant to pay a portion of the rent expense for a unit. HPRP assistance should be “needs-based,” meaning that grantees and/or subgrantees should determine the amount of assistance based on the minimum amount needed to prevent the program participant from becoming homeless or returning to homelessness in the near term. This will also help communities to utilize program resources efficiently to serve as many households as possible.

(3) Rental assistance may also be used to pay up to 6 months of rental arrears for eligible program participants. Rental arrears may be paid if the payment enables the program participant to remain in the housing unit for which the arrears are being paid or move to another unit. If

HPRP funds are used to pay rental arrears, arrears must be included in determining the total period of the program participant's rental assistance, which may not exceed 18 months.

(4) The rental assistance paid cannot exceed the actual rental cost, which must be in compliance with HUD's standard of "rent reasonableness." "Rent reasonableness" means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units. To make this determination, the grantee or subgrantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's worksheet on rent reasonableness at:

[www.hud.gov/offices/cpd/affordablehousing/library/forms/rentreasonablechecklist.doc](http://www.hud.gov/offices/cpd/affordablehousing/library/forms/rentreasonablechecklist.doc).

(5) Rental assistance payments cannot be made on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided through another federal, state or local housing subsidy program. Cost types are the categories of eligible HPRP financial assistance: rent, either the client portion or the subsidy; security deposits, utility deposits, utility payments, moving cost assistance, and hotel/motel vouchers.

b. Security and utility deposits. HPRP funds may be used to pay for security deposits, including utility deposits, for eligible program participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which

assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types. One example of this would be providing a security deposit for a participant in the HUD-VA Supportive Housing (HUD-VASH) program, which provides rental assistance and services. A program description of HUD-VASH can be found at:

<http://www.hud.gov/offices/pih/programs/hcv/vash/index.cfm>.

c. Utility payments. HPRP funds may be used for up to 18 months of utility payments, including up to 6 months of utility payments in arrears, for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company.

d. Moving cost assistance. HPRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the program participant is in housing, whichever is shorter.

e. Motel and hotel vouchers. HPRP funds may be used for reasonable and appropriate motel and hotel vouchers for up to 30 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants.

2. Housing Relocation and Stabilization Services. HPRP funds may be used for services that assist program participants with housing stability and placement. These services are limited to the following eligible activities:

a. Case management. HPRP case management funds may be used for activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services

and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP financial assistance.

b. Outreach and engagement. HPRP funds may be used for services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs.

c. Housing search and placement. HPRP housing search and placement funds may be used for services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.

d. Legal services. HPRP funds may be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues. Legal services related to mortgages are not eligible.

e. Credit repair. HPRP funds may be used for services that are targeted to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving personal credit issues.

### 3. Data Collection and Evaluation.

a. Data Collection. The Recovery Act requires that data collection and reporting for HPRP be

conducted through the use of Homeless Management Information Systems (HMIS) or a comparable client-level database. Therefore, reasonable and appropriate costs associated with operating an HMIS for purposes of collecting and reporting data required under HPRP and analyzing patterns of use of HPRP funds are eligible. Eligible costs include the purchase of HMIS software and/or user licenses, leasing or purchasing needed computer equipment for providers and the central server, costs associated with data collection, entry and analysis, and staffing associated with the operation of the HMIS, including training. HMIS activities that are ineligible include planning and development of HMIS systems, development of new software systems, and replacing state and local government funding for an existing HMIS. Only those jurisdictions that do not have an HMIS already implemented may use a portion of these funds for HMIS implementation or start-up activities.

b. Evaluation. Grantees and subgrantees must comply if asked to participate in HUD-sponsored research and evaluation of HPRP. HPRP funds are eligible for costs to the grantee of participating in HUD research and evaluation of the program.

#### 4. Administrative Costs.

a. Administrative costs may be used for: pre-award administrative costs, as defined in section b. below; accounting for the use of grant funds; preparing reports for submission to HUD; obtaining program audits; similar costs related to administering the grant after the award; and grantee or subgrantee staff salaries associated with these administrative costs. Administrative costs also include training for staff who will administer the program or case managers who will serve program participants, as long as this training is directly related to learning about HPRP.

Administrative costs *do not* include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation

activities, as specified above, such as grantee or subgrantee staff salaries, costs of conducting housing inspections, and other operating costs. These costs should be included under one of the three other eligible activity categories.

b. Pre-award administrative costs. Given the urgent need in many communities for this funding and the short timeframe set forth in section V.A.1. for obligation to grantees, grantees will need to act quickly to prepare the HPRP substantial amendment and to undertake other administrative actions. Therefore, HUD is granting permission to grantees receiving a direct allocation of HPRP funds (see Attachment A) to incur pre-award costs in accordance with OMB Circular A-87, Attachment B, paragraph 31 (24 CFR part 225, Appendix B, paragraph 31). All costs and activities funded with pre-award HPRP funds must comply with the Recovery Act statutory language relevant to HPRP, and they must comply with the requirements of HPRP as described in this Notice. Eligible pre-award costs that grantees may incur are costs that are directly related to preparing the application for submission to HUD, starting with the publication of this Notice and ending with the submission of the substantial amendment or, if applicable, the revised substantial amendment. This includes, but is not limited to, staff costs for preparing the substantial amendment and publication, other costs related to the public comment process, or costs related to participation in HUD-sponsored HPRP training.

c. Limitations on administrative costs. No more than 5 percent of the total HPRP grant to the grantee may be spent on administrative costs, whether by the grantee or subgrantee(s). In addition, all administrative costs must be incurred, and all funds for administrative costs must be drawn down from IDIS (defined in section V.B.), prior to the 3-year expenditure deadline (described in section V.A.2).

d. Sharing of administrative funds. Grantees shall share a reasonable and appropriate amount of



their administrative funds with subgrantees.

## **B. Ineligible and Prohibited Activities**

1. **Coordination with Recovery Act Resources.** Grantees are strongly encouraged, as part of local planning, to maximize all resources that may be available with Recovery Act funds other than HPRP (see chart on Recovery Act resources located at [www.hudhre.info](http://www.hudhre.info)). A grantee's local plan for spending HPRP funds should coordinate closely with other Recovery Act funding streams, so that eligible activities under other Recovery Act programs are aligned with HPRP funds to create a comprehensive package of housing and service options available to eligible program participants. The intent of HPRP is to provide funding for housing expenses to persons who are homeless or who would be homeless if not for this assistance. Therefore, financial assistance or services to pay for expenses that are available through other Recovery Act programs, including child care and employment training, are not eligible. Case managers should work to link program participants to these other resources.
2. **Mortgage Costs are Ineligible.** Financial assistance may not be used to pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable.
3. **Other Ineligible and Prohibited Activities.** HPRP funds may not be used to pay for any of the following items: construction or rehabilitation; credit card bills or other consumer debt; car repair or other transportation costs; travel costs; food; medical or dental care and medicines; clothing and grooming; home furnishings; pet care; entertainment activities; work or education related materials; and cash assistance to program participants. HPRP funds may not be used to develop discharge planning programs in mainstream institutions such as hospitals, jails, or prisons. Finally, while training for case managers and program administrators is an eligible

administrative cost as long as it is directly related to HPRP program operations, HPRP funds may not be used to pay for certifications, licenses, and general training classes. Programs may not charge fees to HPRP program participants. Any HPRP funds used to support program participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants. If funds are found to be used for ineligible activities as determined by HUD, the grantee will be required to reimburse its line of credit.

### **C. Discharge Coordination Policy**

Grantees must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions), in order to prevent such discharge from immediately resulting in homelessness for such persons. Developing or updating system discharge plans and policies is not an eligible expense under HPRP. However, persons who are being imminently discharged into homelessness from such publicly funded institutions are eligible to receive financial assistance or services through HPRP as long as they meet the minimum requirements as discussed in section D.2. below.

### **D. Eligible Program Participants**

1. General. HUD allows grantees significant discretion in program design and operation while targeting those who are most in need of temporary homelessness prevention and rapid re-housing assistance. When establishing local programs, grantees should consider how their programs will identify eligible program participants and meet their needs as intended by the Recovery Act. Grantees should consider serving two eligible populations with HPRP funds: persons who are

still housed but at risk of becoming homeless and persons who are already homeless. Although persons in both target populations are eligible to receive financial assistance and services under HPRP, creating this distinction can help communities serve households most in need of temporary assistance, as well as track the funds used for rapid re-housing and prevention. Since not all program participants in either of the target populations will have the same level of need, it is not expected that all persons in each target population will receive identical levels of assistance. For example, the scope and intensity of assistance provided to a homeless family may be greater than that provided to a homeless individual. Likewise, a family on the verge of becoming homeless within a few days may require more services or a higher level of assistance than a family whose risk of homelessness is not as imminent or one who may only need a shorter period of financial assistance. Grantees are responsible for verifying and documenting the individuals' risk of homelessness that qualifies them for receiving rental assistance. HUD requires grantees and/or subgrantees to evaluate and certify the eligibility of program participants at least once every 3 months for all persons receiving medium-term rental assistance. Similarly, grantees and subgrantees should carefully assess a household's need and appropriateness for HPRP. If the household needs more intensive supportive services or long-term assistance, or if a household is not at risk of homelessness, grantees and subgrantees should work to link them to other appropriate available resources.

2. Requirements for All Program Participants. In order to receive financial assistance or services funded by HPRP, individuals and families—whether homeless or housed—must at least meet the following minimum criteria:

1) Any individual or family provided with financial assistance through HPRP must have at least an initial consultation with a case manager or other authorized representative who can determine

the appropriate type of assistance to meet their needs. HUD encourages communities to have a process in place to refer persons ineligible for HPRP to the appropriate resources or service provider that can assist them.

2) The household must be at or below 50 percent of Area Median Income (AMI). Income limits are available on HUD's web site at: <http://www.huduser.org/DATASETS/il.html>. Grantees should use HUD's Section 8 income eligibility standards for HPRP.

3) The household must be either homeless or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

3. Prevention Assistance. While HUD's definition of homelessness is well-understood, it can be more challenging to identify persons who are housed but who have a very high risk of becoming homeless. There are many people who are housed and have great need but would not become homeless if they did not receive assistance. HUD strongly encourages grantees and subgrantees to target prevention assistance to those individuals and families at the greatest risk of becoming homeless. It is helpful to remember that the defining question to ask is: "Would this individual or family be homeless *but* for this assistance?"

The requirements set forth in paragraph 2 of this section establish HUD's minimum conditions that an individual or family must meet in order to receive assistance through HPRP. However, HUD strongly encourages communities to consider more factors when designing their local programs and determining a household's level of need for receiving assistance through HPRP. To aid grantees and subgrantees in targeting HPRP funds toward persons most at risk of becoming homeless, a number of potential "risk factors" are listed below that could indicate that

a person or family is at a higher risk of becoming homeless. This list represents examples of some commonly identified risk factors for homelessness from scholarly research and practical experience drawn from existing homelessness prevention programs. One way a grantee or subgrantee could use these factors would be to consider the first four criteria on this list as indicative of the most urgent need, and could require that a program participant meet one of these criteria in order to receive the most expensive benefit, “medium-term” rental assistance. Likewise, a grantee might require that a program participant have at least two or more of the risk factors to qualify for any assistance. Grantees and subgrantees should note, however, that this list is optional and not exhaustive; grantees and subgrantees may consider other risk factors or other ways to target persons at risk of homelessness when developing local programs and requirements. Grantees and subgrantees may also consider the expected ability of the program participant to achieve stable housing, unsubsidized or subsidized, outside of HPRP. HUD will provide technical assistance to communities to assist them in developing local programs.

The risk factors for homelessness for consideration by grantees and subgrantees in developing their programs are as follows:

- Eviction within 2 weeks from a private dwelling (including housing provided by family or friends);
- Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals);
- Residency in housing that has been condemned by housing officials and is no longer meant for human habitation;
- Sudden and significant loss of income;
- Sudden and significant increase in utility costs;

- Mental health and substance abuse issues;
- Physical disabilities and other chronic health issues, including HIV/AIDS;
- Severe housing cost burden (greater than 50 percent of income for housing costs);
- Homeless in last 12 months;
- Young head of household (under 25 with children or pregnant);
- Current or past involvement with child welfare, including foster care;
- Pending foreclosure of rental housing;
- Extremely low income (less than 30 percent of Area Median Income);
- High overcrowding (the number of persons exceeds health and/or safety standards for the housing unit size);
- Past institutional care (prison, treatment facility, hospital);
- Recent traumatic life event, such as death of a spouse or primary care provider, or recent health crisis that prevented the household from meeting its financial responsibilities;
- Credit problems that preclude obtaining of housing; or
- Significant amount of medical debt.

4. Rapid Re-Housing Assistance. Rapid re-housing assistance is available for persons who are homeless according to HUD's definition. Individuals and families who meet one of the following criteria, along with the minimum requirements established in paragraph 2 of this section, are eligible under the rapid re-housing portion of HPRP:

- a. Sleeping in an emergency shelter;
- b. Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks;
- c. Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency

shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution;

d. Graduating from, or timing out of a transitional housing program; and

e. Victims of domestic violence.

Generally, rapid re-housing program models include short- or medium-term rental assistance and services for households who have barriers to housing, but who are likely to sustain housing after the subsidy ends. The purpose of HPRP rapid re-housing funds is to assist eligible program participants to quickly obtain and sustain stable housing. Therefore, organizations providing assistance should utilize a process to assess, for all potential program participants, their level of service need, other resources available to them, and the appropriateness of their participation in the rapid re-housing assistance portion of HPRP. Program participants who require longer-term housing assistance and services should be directed to programs that can provide the requisite services and financial assistance.

Persons familiar with the Rapid Re-Housing Demonstration Program in the 2008 Continuum of Care competition should note that these funds are not subject to the same requirements as under that demonstration program. HPRP provides flexibility to grantees to use these funds in a way that meets the needs of the community, as long as grantees, subgrantees, and program participants meet the requirements established in this Notice.

## **E. Application Requirements**

1. Required Submission Documents. HUD will consider a completed application to contain the following three documents:

a. A completed and signed Standard Form 424 (SF-424);

b. A completed and signed substantial amendment using form HUD-40119; and

c. A signed copy of the required certifications.

2. Substantial Amendment. To receive its grant allocation, each grantee must prepare and submit to HUD for approval a substantial amendment to its Consolidated Plan 2008 Action Plan using the form HUD-40119. Each grantee must prepare its substantial amendment in accordance with the Consolidated Plan procedures as modified by this Notice, or HUD will reallocate the funds allocated for that grantee. Eligible grantees must download a copy of HUD-40119 to use in completing and submitting their HPRP substantial amendment from HUD's web site at: [www.hud.gov/recovery](http://www.hud.gov/recovery). To request a paper copy of this form, call 1-800-998-9999. HUD will not approve and will return to the grantee amendments not submitted in the required format. The substantial amendment form requires the grantee to address six major components of its plan to use HPRP funds:

- a. Grantee contact information;
  - b. The citizen participation plan and public comments received;
  - c. The grantee's plan for distribution, administration, and oversight of funds;
  - d. The grantee's plan for collaboration with local organizations receiving Recovery Act funds and Continuums of Care, and ensuring consistency with the Consolidated Plan;
  - e. An estimated budget for HPRP funds; and
  - f. The signature of the official authorized to sign the substantial amendment.
3. Deadline. To receive funding, each eligible HPRP grantee listed in Attachment A must ensure that its complete application is postmarked no later than May 18, 2009. Some grantees' local Consolidated Plan processes require that the grantee make available for public comment a list of the proposed awards to subgrantees prior to finalizing agreements with those subgrantees. A grantee with such local requirements or other timing considerations may need to submit its



application in advance of the May 18 deadline in order to obligate funds to subgrantees by September 30, 2009.

4. Process for Submission. Each eligible grantee must provide HUD with two hard copies of the completed substantial amendment, along with the required SF-424 form and certifications. Each eligible grantee must send one hard copy to HUD Headquarters in Washington, DC, and the other to the appropriate HUD Field Office.

a. Addresses for submission:

(1) To HUD Headquarters. Submit the original completed HPRP application (the HPRP substantial amendment form with the other original signed documents) to: U.S. Department of Housing and Urban Development, Office of Special Needs Assistance Programs, Robert C. Weaver Building, 451 Seventh Street, SW, Room 7262, Washington, DC 20410, Attention: Homelessness Prevention and Rapid Re-Housing Program.

(2) To the appropriate CPD Field Office. Also submit one copy of the completed substantial amendment package to the Office of Community Planning and Development of the appropriate HUD field office for your jurisdiction. Please see the following web site for field office addresses: <http://www.hud.gov/localoffices.cfm>.

b. Security procedures. HUD recommends grantees use the United States Postal Service (USPS) to submit their substantial amendment packages. However, grantees may also use United Parcel Service (UPS), FedEx, or DHL. Due to HUD security regulations, no other delivery service is permitted into HUD Headquarters without escort. Grantees must, therefore, use one of the four carriers listed above.

5. Posting Substantial Amendments Online. To improve transparency, HUD strongly recommends that each grantee post its substantial amendment materials on the grantee's official

website as the materials are developed, published, and submitted to HUD.

6. Coordination with CDBG-R. Many grantees will be simultaneously developing a substantial amendment for funding under the Community Development Block Grant-Recovery (CDBG-R) program, pursuant to the requirements in the CDBG-R Notice. In order to ease administrative burden for grantees, any HPRP grantee that is receiving a direct allocation of CDBG-R funding may consolidate the two amendment processes and may submit their CDBG-R substantial amendment simultaneously with their HPRP substantial amendment by the HPRP submission deadline. Grantees interested in this option must also follow the requirements and guidelines described in the CDBG-R Notice.

7. Coordination with Other Community Planning Efforts. Each grantee must coordinate with the local Continuum(s) of Care (CoC) to ensure that HPRP activities are aligned with the CoC's strategies for preventing and ending homelessness (state grantees may designate subgrantees to assume this responsibility). Because persons who are homeless are eligible to receive assistance through HPRP, the impact of these funds will ultimately be reported by CoCs through required point-in-time counts and through other data collected by HUD. In addition, HUD strongly encourages grantees to coordinate with other local organizations that are planning and carrying out activities related to prevention and rapid re-housing. Such organizations include other Continuums of Care, FEMA Boards, local agencies responsible for administering and implementing ten-year plans (and other plans) to end homelessness, and agencies that administer mainstream resources such as Temporary Assistance to Needy Families (TANF).

HUD also strongly encourages grantees to ensure that program participants are enrolled in all applicable mainstream resources. In particular, grantees should carefully assess how HPRP funds can be used in conjunction with other funds from the Recovery Act to prevent

homelessness and rapidly re-house homeless persons, and plan a coordinated approach to serving similar target populations. Federal agencies that received funding for serving persons who are homeless or unstably housed include the U.S. Departments of Education, Health and Human Services, Homeland Security, and Labor.

8. DUNS Number. All grantees and subgrantees are required to register with Dun and Bradstreet to obtain a DUNS number, if they have not already done so, and complete or renew their registration in the Central Contractor Registration (CCR). For more information see 73 FR 23483, April 30, 2008 or go to [www.dnb.com](http://www.dnb.com).

9. Compliance with Fair Housing and Civil Rights Laws. (1) Grantees and subgrantees must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (2) If the grantee or subgrantee: (a) Has been charged with an ongoing systemic violation of the Fair Housing Act; or (b) Is a defendant in a Fair Housing Act lawsuit filed by the Department of Justice alleging an ongoing pattern or practice of discrimination; or (c) Has received a letter of findings identifying ongoing systemic noncompliance under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, or section 109 of the Housing and Community Development Act of 1974, and the charge, lawsuit, or letter of findings referenced in subparagraphs (a), (b), or (c) above has not been resolved to HUD's satisfaction before the application deadline, then the grantee is ineligible. HUD will determine if actions to resolve the charge, lawsuit, or letter of findings are sufficient to resolve the matter. Examples of actions that would normally be considered sufficient to resolve the matter include, but are not limited to: (i) A voluntary compliance agreement signed by all parties in response to a letter of findings; (ii) A HUD-approved conciliation agreement signed by all parties; (iii) A consent order or consent decree; or (iv) An issuance of a final judicial ruling or a HUD Administrative Law Judge's

decision.

#### **F. Review and Approval of Applications**

1. Review of Applications. HUD will review each application for completeness and consistency with the requirements of this Notice, and will disapprove incomplete and inconsistent substantial amendments in accordance with 24 CFR 91.500. HUD will notify the grantee within 45 days of receipt, and no later than July 2, 2009, that it was either accepted or that it did not meet the requirements of this Notice. If HUD fails to review and/or notify the grantee of approval or required resubmission within 45 days of receipt of the application, the grantee may consider it automatically approved.
2. Resubmission. If the application is not approved, the grantee may submit a revised application to HUD, and will have 15 days after HUD sends the first notification of its disapproval to do so, per the same submission requirements above. HUD will then approve or disapprove the revised application within 15 days of receiving the resubmission.
3. Conditional Grant. For HPRP grantees that HUD determines are high risk in accordance with 24 CFR 85.12(a), HUD will apply additional grant conditions in accordance with 24 CFR 85.12(b) (see Appendix D of this Notice). Conditional grants may be made where there is substantial evidence that there has been, or there will be, a failure to meet the requirements of this Notice. In such a case, the reason for the conditional grant, the action necessary to remove the condition, and the deadline for taking those actions will be specified. Failure to satisfy the condition may result in imposition of a sanction or in any other action authorized under applicable federal law.
4. Grant Agreement. The grant will be made by means of a grant agreement executed by HUD and the grantee. The statutory 2- and 3-year deadlines for expenditure of funds begin when the

grant agreement is signed by HUD. The grantee must sign and return the grant agreement to HUD within 15 days of the date that HUD signs the grant agreement, or risk losing part or all of the grant amount. Grantees should ensure that sufficient planning is in place to begin to expend funds shortly after the grant agreement is executed.

5. Line of Credit. After HUD processes and approves the substantial amendment and there is a fully executed grant agreement, HUD will establish the grantee's line of credit in the amount of funds included in the substantial amendment, up to the allocation amount.

## **V. Post-Award Process Requirements**

### **A. Deadlines for Using Grant Amounts**

1. Grantee Obligation. Grantees must award or enter into legally binding grant agreements with all subgrantees by September 30, 2009.
2. Expenditure. Each grantee must draw down from IDIS 60 percent of its HPRP grant funds within 2 years of the date that HUD signed the grant agreement, and 100 percent of funds within 3 years of this date. No funds may be drawn down from IDIS after the 3-year expenditure deadline. If a grantee cannot spend 60 percent of its grant funds within 2 years of the date that HUD signed the grant agreement, HUD will reallocate the grantee's funds. See Section II.B.2 of this Notice for the process of reallocation.

### **B. Method of Payment**

Payments are made to the grantee upon its request after the grant agreement has been fully executed. Grantees will use the Integrated Disbursement and Information System (IDIS) to draw down funds. A draw-down is a request for payment against a grantee's line of credit for allowable costs (defined in OMB Circulars A-87 and A-122 (2 CFR parts 225 and 230)) for eligible HPRP activities. Unlike ESG, grantees and subgrantees may be paid in advance,

pursuant to procedures outlined in 24 CFR 84.22 for non-profit organizations and 24 CFR 85.21 for units of government.

### **C. Timeliness Standards**

HUD requires that the grantee, or subgrantee if applicable, draw down funds at least quarterly from IDIS.

### **D. Confidentiality**

Each HPRP grantee or subgrantee must develop and implement procedures to ensure:

- (1) The confidentiality of records pertaining to any individual provided with assistance; and
- (2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

### **E. Termination of Housing Assistance**

The grantee may terminate assistance to a program participant who violates program requirements. Grantees may resume assistance to a program participant whose assistance was previously terminated. In terminating assistance to a program participant, the grantee must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

- (1) Written notice to the program participant containing a clear statement of the reasons for termination;
- (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the program participant.

### **F. Responsibility for Grant Administration**

Grantees are responsible for ensuring that HPRP amounts are administered in accordance with the requirements of this Notice and other applicable laws. Each grantee is responsible for ensuring that its subgrantees carry out the HPRP eligible activities in compliance with all applicable requirements.

### **G. Recordkeeping**

Each grantee and subgrantee must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require within the timeframe required.

### **H. Sanctions**

1. HUD Sanctions. If HUD determines that, after following appropriate procedures, a grantee is not complying with the requirements of this Notice or of other applicable federal laws, HUD may (in addition to any remedies that may otherwise be available) take any of the following sanctions, as appropriate:

- a. Issue a warning letter that further failure to comply with such requirements will result in a more serious sanction;
- b. Direct the grantee to cease incurring costs with grant funds; or
- c. Require that some or all of the grant amounts be remitted to HUD.

2. Grantee Sanctions. If a grantee determines that a subgrantee is not complying with the requirements of this Notice or other applicable federal laws, the grantee must take appropriate actions, which may include the actions described in part 1 of this section. Any grant amounts that become available to a state as a result of a sanction under this section must, at the option of the state, be made available (as soon as practicable) to other private non-profit organizations or units of general local government located in the state for use within the time periods specified in

this Notice, or to HUD for reallocation.

### **I. Monitoring**

Grantees are responsible for monitoring all HPRP activities, including activities that are carried out by a subgrantee, to ensure that the program requirements established by this Notice and any subsequent guidance are met. The grantees must follow the monitoring procedures it established in its substantial amendment submitted for HPRP or as described in its approved Consolidated Plan. Monitoring may be conducted by the local HUD Office of Community Planning and Development, HUD's Office of Special Needs Assistance Programs, HUD's Office of Inspector General, HUD's Office of Fair Housing and Equal Opportunity, or another federal agency to determine whether the grantee complied with the requirements of this program.

### **J. Summary of the Expedited Process for HPRP Grant Allocations**

In combination, the Notice requirements provide the following expedited steps for HPRP grants:

- Proposed substantial amendment published according to the citizen action plan, except that the public comment period may be reduced to 12 calendar days;
- Final application submitted to HUD on or before May 18, 2009 (grant application includes the substantial amendment, SF-424, and certifications);
- HUD expedites review, completing all reviews not requiring additional information from the grantee by July 2, 2009;
- HUD either accepts the substantial amendment and prepares a cover letter, grant agreement, and grant conditions, or disapproves it after allowing the grantee a resubmission;
- Grant agreement is signed by HUD and immediately transmitted to the grantee, "starting the clock" for statutory expenditure deadlines;



- Grantee signs and returns the grant agreements;
- After all requirements are complete and approved by HUD, the grantee may draw down funds from the line of credit and reimburse any eligible pre-award costs incurred.
- Grantee signs agreements with subgrantees by September 30, 2009;
- Initial Performance Report is due to HUD October 10, 2009;
- Quarterly Performance Reports are due to HUD 10 days after the end of each quarter, and Annual Performance Reports are due 60 days after the end of each federal fiscal year;
- Grantee expends 60 percent of grant funds within 2 years of the date that HUD signed the grant agreement. Funds may be recaptured and reallocated if not spent;
- Grantee expends 100 percent of grant funds within 3 years of the date HUD signed the grant agreement. Funds will be recaptured if not spent.

## **VI. Reporting Requirements**

### **A. IDIS**

Grantees, and as applicable, subgrantees, will use the Integrated Disbursement and Information System (IDIS) to draw down HPRP funding and report on grant expenditures.

### **B. HMIS**

The Recovery Act requires HPRP grantees to report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) or a comparable database. HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless, that is managed and operated locally. HPRP grantees and subgrantees providing financial assistance and services directly will use the HMIS in the applicable Continuum of Care to collect data and report on outputs and outcomes as required by HUD. The required data

elements that will be collected in HMIS for HPRP will be included in the revised HMIS Data and Technical Standards, which are forthcoming. If an HMIS has not been implemented in the HPRP grantee's jurisdiction, the grantee may use an alternate system for collecting and reporting data to HUD as long as it meets the data collection and reporting requirements set forth in this Notice and is consistent with HUD's HMIS Data and Technical standards. A list of Continuums of Care is available at: <http://www.hudhre.info/index.cfm?do=viewCocContacts>.

### **C. Performance Reports**

1. The Recovery Act requires grantees to submit quarterly reports. It also requires grantees to have systems and internal controls in place that allow them to separately track and report on Recovery Act funds. These reporting requirements are outlined in section 1512 of the Recovery Act, a copy of which can be found at: <http://www.hudhre.info/documents/AmericanRecoveryReinvestmentAct.pdf> (see pages 173-174).
2. Each grantee must submit the following performance reports to HUD:
  - a. An Initial Performance Report, which must cover the period between the grant agreement execution date and September 30, 2009 and which will serve as the first Quarterly Performance Report. Grantees will provide information required by Congress and HUD in a format to be prescribed by OMB and HUD, including but not limited to the following items: the total amount of Recovery Act funds received from HUD; the subgrantees and total amounts awarded to each; the amounts of HPRP funds allocated for the four eligible HPRP activity categories (Financial Assistance, Services, Data Collection and Evaluation, and Administrative Costs); the amount expended for each of the above categories; the estimated number of unduplicated individuals and families served; and the estimated numbers of new jobs created and jobs retained. The Initial

Performance Report will be due on October 10, 2009.

b. A Quarterly Performance Report, submitted in a format to be prescribed by HUD. Grantees will report on many of the same items as in the Initial Performance Report, including HPRP funds expended by activity type, the number of unduplicated individuals and families served, the number of new jobs created, the number of jobs retained, challenges to effective program operation, and other data items. Quarterly Performance Reports are due within 10 days of the end of each quarter for the period of program operation, and will include current quarter and cumulative data.

c. An Annual Performance Report will be submitted to HUD in a format to be prescribed by HUD within 60 days of the end of each federal fiscal year. The first Annual Performance Report is due November 30, 2010 for the period ending September 30, 2010. In the Annual Performance Report, grantees will report on outputs, such as the number of persons served and the demographic characteristics of persons served, HPRP funds expended by activity type, and the number of jobs created and retained, as well as outcomes related to housing stability, to be specified by HUD.

| Report Type  | Reporting Period  |
|--|---|
| <b>Initial Performance Report</b> – Serves as the first Quarterly Performance report. Due October 10, 2009.                                    | Date of HUD obligation of funds to grantee through September 30, 2009                         |
| <b>Quarterly Performance Reports</b> – Due 10 days after the end of each fiscal quarter in which HPRP funds are expended.                      | October 1 - December 31<br>January 1 – March 31<br>April 1 – June 30<br>July 1 – September 30 |
| <b>Annual Performance Report</b> – Due 60 days after the end of the federal fiscal year for each fiscal year in which HPRP funds are expended. | October 1 – September 30  |

## **VII. Other Federal Requirements**

### **A. Conflicts of Interest**

1. General. With respect to the use of HPRP funds to procure services, equipment, supplies or other property, states, territories and units of general local government that receive HPRP funds shall comply with 24 CFR 85.36(b)(3), and non-profit subgrantees shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

2. Exceptions. Upon the written request of the grantee, HUD may grant an exception to the restrictions in paragraph 1 above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HPRP program and promote the efficient use of HPRP funds. In requesting an exception, the grantee must provide the following:

- a. For states and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- b. For all grantees, an opinion of the grantee's attorney that the interest for which the exception is sought would not violate state or local law.

**B. Environmental Requirements**

This Notice does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing (other than tenant-based rental assistance), rehabilitation, alteration, demolition, or new construction, or establish, revise or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive services in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under this Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

**C. Habitability Standards**

Organizations providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy. The minimum habitability standards are listed in Appendix C. Grantees may require more stringent standards.

**D. Nondiscrimination and Equal Opportunity Requirements**

As stated in section IV.E.8., grantees and subgrantees must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). In addition, grantees must make known that HPRP rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about HPRP and equal access to the

financial assistance and services provided under this program. Among other things, this means that each grantee must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to HPRP assistance. This will be a particular issue for state grantees that may not be aware of LEP speaking populations in jurisdictions that are not normally served with ESG funds. To assist grantees, the Department published the "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (72 Federal Register 2732; January 22, 2007). In addition, all notices and communications shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.6.

If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

#### **E. Affirmatively Furthering Fair Housing**

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Grantees and subgrantees will have a duty to affirmatively further fair housing opportunities for classes protected under the

Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include: (1) marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency; (2) making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6); (3) providing fair housing counseling services or referrals to fair housing agencies; (4) informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777; and (5) recruiting landlords and service providers in areas that expand housing choice to program participants.

#### **F. Lead-Based Paint Requirements**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

#### **G. Uniform Administrative Requirements**

All States, Territories, Urban Counties, and Metropolitan cities receiving funds under HPRP shall be subject to the requirements of 24 CFR part 85. Non-profit subgrantees shall be subject to the requirements of 24 CFR part 84. Note that the closeout requirements apply to all entities receiving HPRP funds, but that no charges may be applied to the grant beyond the Recovery Act's 3-year expenditure deadline, as explained in section V.A.2.

## **H. Equal Participation of Religious Organizations**

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HPRP. Neither the federal government nor a grantee shall discriminate against an organization on the basis of the organization's religious character or affiliation.
2. Organizations that are directly funded under HPRP may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under HPRP. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under HPRP, and participation must be voluntary for the program participants.
3. A religious organization that participates in HPRP will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
4. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.



5. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

### **I. Lobbying and Disclosure Requirements**

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

### **J. Drug-Free Workplace Requirements**


The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

### **K. Procurement of Recovered Materials**

State agencies and agencies of a political subdivision of a state that are using assistance under a HUD program for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Dated: MAR 19 2009

  
\_\_\_\_\_  
Shaun Donovan  
Secretary

[FR-5307-N-01]

## VIII. Appendices

### Appendix A: Eligible Grantees

The following list indicates all grantees eligible to receive assistance under HPRP. This list is also available at: <http://www.hud.gov/recovery/homelesspreventrecov.xls>.

| State | Grantee Name        | Allocation Amounts |
|-------|---------------------|--------------------|
| AK    | AK State Program    | \$1,143,986        |
| AK    | Anchorage           | \$776,469          |
| AL    | AL State Program    | \$13,328,942       |
| AL    | Birmingham          | \$2,735,730        |
| AL    | Huntsville          | \$529,697          |
| AL    | Jefferson County    | \$845,709          |
| AL    | Mobile              | \$1,186,394        |
| AL    | Mobile County       | \$586,571          |
| AL    | Montgomery          | \$860,653          |
| AR    | AR State Program    | \$10,530,746       |
| AR    | Little Rock         | \$682,197          |
| AS    | American Samoa      | \$412,935          |
| AZ    | AZ State Program    | \$7,033,520        |
| AZ    | Chandler            | \$575,271          |
| AZ    | Glendale            | \$914,122          |
| AZ    | Maricopa County     | \$900,303          |
| AZ    | Mesa                | \$1,405,094        |
| AZ    | Phoenix             | \$6,996,243        |
| AZ    | Pima County         | \$1,063,430        |
| AZ    | Tempe               | \$661,474          |
| AZ    | Tucson              | \$2,534,340        |
| CA    | CA State Program    | \$44,466,877       |
| CA    | Alameda             | \$552,208          |
| CA    | Alameda County      | \$802,915          |
| CA    | Alhambra            | \$567,605          |
| CA    | Anaheim             | \$2,046,908        |
| CA    | Bakersfield         | \$1,372,351        |
| CA    | Baldwin Park        | \$605,041          |
| CA    | Berkeley            | \$1,332,952        |
| CA    | Chula Vista         | \$819,738          |
| CA    | Compton             | \$848,514          |
| CA    | Contra Costa County | \$1,421,551        |
| CA    | Costa Mesa          | \$560,237          |
| CA    | Daly City           | \$510,070          |
| CA    | Downey              | \$611,834          |
| CA    | El Cajon            | \$512,686          |
| CA    | El Monte            | \$1,110,506        |
| CA    | Escondido           | \$709,782          |
| CA    | Fontana             | \$783,380          |

| State | Grantee Name       | Allocation Amounts |
|-------|--------------------|--------------------|
| CA    | Fremont            | \$682,331          |
| CA    | Fresno             | \$3,130,746        |
| CA    | Fresno County      | \$1,634,630        |
| CA    | Fullerton          | \$622,710          |
| CA    | Garden Grove       | \$1,068,707        |
| CA    | Glendale           | \$1,346,899        |
| CA    | Hawthorne          | \$703,261          |
| CA    | Hayward            | \$703,342          |
| CA    | Huntington Beach   | \$566,611          |
| CA    | Huntington Park    | \$656,002          |
| CA    | Inglewood          | \$918,344          |
| CA    | Irvine             | \$540,656          |
| CA    | Kern County        | \$2,076,503        |
| CA    | Lancaster          | \$564,646          |
| CA    | Long Beach         | \$3,566,451        |
| CA    | Los Angeles        | \$29,446,304       |
| CA    | Los Angeles County | \$12,197,108       |
| CA    | Lynwood            | \$646,575          |
| CA    | Marin County       | \$659,106          |
| CA    | Merced             | \$515,203          |
| CA    | Modesto            | \$966,016          |
| CA    | Moreno Valley      | \$732,872          |
| CA    | Norwalk            | \$633,782          |
| CA    | Oakland            | \$3,458,120        |
| CA    | Oceanside          | \$742,791          |
| CA    | Ontario            | \$997,869          |
| CA    | Orange             | \$545,636          |
| CA    | Orange County      | \$1,556,026        |
| CA    | Oxnard             | \$1,124,994        |
| CA    | Palmdale           | \$615,530          |
| CA    | Pasadena           | \$908,395          |
| CA    | Pomona             | \$1,164,766        |
| CA    | Rialto             | \$546,485          |
| CA    | Richmond           | \$559,735          |
| CA    | Riverside          | \$1,383,070        |
| CA    | Riverside County   | \$4,276,900        |
| CA    | Sacramento         | \$2,375,126        |
| CA    | Sacramento County  | \$2,396,773        |
| CA    | Salinas            | \$1,013,978        |

| State | Grantee Name           | Allocation Amounts |
|-------|------------------------|--------------------|
| CA    | San Bernardino         | \$1,455,066        |
| CA    | San Bernardino County  | \$3,040,382        |
| CA    | San Diego              | \$6,168,104        |
| CA    | San Diego County       | \$1,925,974        |
| CA    | San Francisco          | \$8,757,780        |
| CA    | San Joaquin County     | \$1,460,619        |
| CA    | San Jose               | \$4,128,763        |
| CA    | San Luis Obispo County | \$855,184          |
| CA    | San Mateo County       | \$1,166,526        |
| CA    | Santa Ana              | \$2,831,989        |
| CA    | Santa Barbara County   | \$829,013          |
| CA    | Santa Clara County     | \$717,484          |
| CA    | Santa Maria            | \$521,839          |
| CA    | Santa Monica           | \$553,576          |
| CA    | Santa Rosa             | \$516,527          |
| CA    | Sonoma County          | \$817,572          |
| CA    | South Gate             | \$865,273          |
| CA    | Stanislaus County      | \$1,023,163        |
| CA    | Stockton               | \$1,725,572        |
| CA    | Sunnyvale              | \$508,191          |
| CA    | Ventura County         | \$826,094          |
| CA    | Westminster            | \$511,454          |
| CO    | CO State Program       | \$8,154,036        |
| CO    | Adams County           | \$836,047          |
| CO    | Aurora                 | \$1,009,717        |
| CO    | Colorado Springs       | \$1,043,089        |
| CO    | Denver                 | \$3,769,259        |
| CO    | Pueblo                 | \$678,970          |
| CT    | CT State Program       | \$10,818,309       |
| CT    | Bridgeport             | \$1,351,004        |
| CT    | Hartford               | \$1,572,727        |
| CT    | New Britain            | \$772,694          |
| CT    | New Haven              | \$1,514,570        |
| CT    | Waterbury              | \$931,128          |
| DC    | District Of Columbia   | \$7,489,476        |
| DE    | DC State Program       | \$934,980          |
| DE    | New Castle County      | \$978,285          |
| DE    | Wilmington             | \$1,008,057        |
| FL    | FL State Program       | \$21,507,109       |
| FL    | Brevard County         | \$644,208          |
| FL    | Broward County         | \$1,579,569        |
| FL    | Collier County         | \$888,850          |
| FL    | Escambia County        | \$855,417          |
| FL    | Ft Lauderdale          | \$852,872          |
| FL    | Gainesville            | \$567,404          |
| FL    | Hialeah                | \$1,734,021        |

| State | Grantee Name             | Allocation Amounts |
|-------|--------------------------|--------------------|
| FL    | Hillsborough County      | \$2,458,811        |
| FL    | Hollywood                | \$625,671          |
| FL    | Jacksonville-Duval Count | \$2,779,039        |
| FL    | Lee County               | \$881,538          |
| FL    | Manatee County           | \$635,485          |
| FL    | Marion County            | \$727,072          |
| FL    | Miami-Dade County        | \$7,468,222        |
| FL    | Miami                    | \$3,392,918        |
| FL    | Miami Beach              | \$715,418          |
| FL    | Miami Gardens City       | \$567,612          |
| FL    | North Miami              | \$507,641          |
| FL    | Orange County            | \$2,523,982        |
| FL    | Orlando                  | \$921,665          |
| FL    | Palm Beach County        | \$2,823,871        |
| FL    | Pasco County             | \$1,055,241        |
| FL    | Pinellas County          | \$1,237,464        |
| FL    | Polk County              | \$1,222,920        |
| FL    | Pompano Beach            | \$507,694          |
| FL    | Sarasota County          | \$581,819          |
| FL    | Seminole County          | \$991,180          |
| FL    | St Petersburg            | \$914,999          |
| FL    | Tallahassee              | \$784,267          |
| FL    | Tampa                    | \$1,538,393        |
| FL    | Volusia County           | \$805,614          |
| GA    | GA State Program         | \$19,084,426       |
| GA    | Athens-Clarke County     | \$604,969          |
| GA    | Atlanta                  | \$3,441,091        |
| GA    | Augusta-Richmond County  | \$927,319          |
| GA    | Clayton County           | \$856,410          |
| GA    | Cobb County              | \$1,337,048        |
| GA    | Columbus-Muscogee County | \$740,907          |
| GA    | De Kalb County           | \$2,359,998        |
| GA    | Fulton County            | \$896,069          |
| GA    | Gwinnett County          | \$1,713,730        |
| GA    | Macon                    | \$541,299          |
| GA    | Savannah                 | \$1,121,523        |
| GU    | Guam                     | \$1,221,922        |
| HI    | HI State Program         | \$2,166,888        |
| HI    | Honolulu                 | \$4,016,074        |
| IA    | IA State Program         | \$11,866,889       |
| IA    | Cedar Rapids             | \$536,843          |
| IA    | Davenport                | \$711,923          |
| IA    | Des Moines               | \$1,763,874        |
| IA    | Dubuque                  | \$502,294          |
| IA    | Sioux City               | \$779,497          |
| IA    | Waterloo                 | \$570,881          |

| State | Grantee Name      | Allocation Amounts |
|-------|-------------------|--------------------|
| ID    | ID State Program  | \$4,438,807        |
| ID    | Boise             | \$533,411          |
| IL    | IL State Program  | \$20,286,504       |
| IL    | Aurora            | \$506,883          |
| IL    | Berwyn            | \$559,545          |
| IL    | Chicago           | \$34,356,259       |
| IL    | Cicero            | \$581,065          |
| IL    | Cook County       | \$4,121,046        |
| IL    | Decatur           | \$623,309          |
| IL    | Du Page County    | \$1,443,723        |
| IL    | East St Louis     | \$750,339          |
| IL    | Evanston          | \$801,460          |
| IL    | Kane County       | \$517,394          |
| IL    | Lake County       | \$1,057,106        |
| IL    | Madison County    | \$566,987          |
| IL    | McHenry County    | \$540,732          |
| IL    | Oak Park          | \$796,581          |
| IL    | Peoria            | \$790,404          |
| IL    | Rockford          | \$861,073          |
| IL    | Springfield       | \$516,191          |
| IL    | St Clair County   | \$586,413          |
| IL    | Will County       | \$602,271          |
| IN    | IN State Program  | \$16,293,551       |
| IN    | East Chicago      | \$559,073          |
| IN    | Evansville        | \$1,217,598        |
| IN    | Fort Wayne        | \$874,319          |
| IN    | Gary              | \$1,498,882        |
| IN    | Hammond           | \$948,137          |
| IN    | Indianapolis      | \$3,942,177        |
| IN    | Lake County       | \$550,643          |
| IN    | Muncie            | \$590,276          |
| IN    | South Bend        | \$1,148,607        |
| IN    | Terre Haute       | \$760,163          |
| KS    | KS State Program  | \$8,360,995        |
| KS    | Kansas City       | \$1,003,797        |
| KS    | Topeka            | \$816,686          |
| KS    | Wichita           | \$1,168,490        |
| KY    | KY State Program  | \$12,157,352       |
| KY    | Covington         | \$679,522          |
| KY    | Lexington-Fayette | \$849,668          |
| KY    | Louisville        | \$4,870,830        |
| LA    | LA State Program  | \$13,541,639       |
| LA    | Baton Rouge       | \$1,734,745        |
| LA    | Houma-Terrebonne  | \$507,405          |
| LA    | Jefferson Parish  | \$1,469,179        |
| LA    | Lafayette         | \$672,893          |

| State | Grantee Name          | Allocation Amounts |
|-------|-----------------------|--------------------|
| LA    | New Orleans           | \$7,578,168        |
| LA    | Shreveport            | \$1,072,168        |
| MA    | MA State Program      | \$18,443,744       |
| MA    | Arlington             | \$533,800          |
| MA    | Boston                | \$8,209,151        |
| MA    | Brockton              | \$610,110          |
| MA    | Brookline             | \$667,436          |
| MA    | Cambridge             | \$1,302,128        |
| MA    | Chicopee              | \$531,528          |
| MA    | Fall River            | \$1,232,852        |
| MA    | Holyoke               | \$551,671          |
| MA    | Lawrence              | \$710,503          |
| MA    | Lowell                | \$979,048          |
| MA    | Lynn                  | \$1,033,392        |
| MA    | Malden                | \$636,677          |
| MA    | Medford               | \$716,681          |
| MA    | New Bedford           | \$1,228,020        |
| MA    | Newton                | \$923,339          |
| MA    | Pittsfield            | \$613,738          |
| MA    | Quincy                | \$848,274          |
| MA    | Somerville            | \$1,181,067        |
| MA    | Springfield           | \$1,700,802        |
| MA    | Worcester             | \$1,904,831        |
| MD    | MD State Program      | \$5,680,393        |
| MD    | Anne Arundel County   | \$865,183          |
| MD    | Baltimore             | \$9,523,896        |
| MD    | Baltimore County      | \$1,721,080        |
| MD    | Montgomery County     | \$2,104,743        |
| MD    | Prince Georges County | \$2,512,242        |
| ME    | Me State Program      | \$6,575,089        |
| ME    | Cumberland County     | \$605,763          |
| ME    | Portland              | \$876,120          |
| MI    | MI State Program      | \$22,108,890       |
| MI    | Battle Creek          | \$531,444          |
| MI    | Bay City              | \$592,249          |
| MI    | Dearborn              | \$873,199          |
| MI    | Detroit               | \$15,234,947       |
| MI    | Flint                 | \$1,763,839        |
| MI    | Genesee County        | \$756,066          |
| MI    | Grand Rapids          | \$1,650,890        |
| MI    | Jackson               | \$568,942          |
| MI    | Kalamazoo             | \$758,089          |
| MI    | Kent County           | \$639,448          |
| MI    | Lansing               | \$898,823          |
| MI    | Macomb County         | \$687,708          |
| MI    | Oakland County        | \$1,553,232        |

| State | Grantee Name      | Allocation Amounts |
|-------|-------------------|--------------------|
| MI    | Pontiac           | \$633,479          |
| MI    | Royal Oak         | \$558,226          |
| MI    | Saginaw           | \$1,022,177        |
| MI    | Wayne County      | \$2,308,510        |
| MN    | MN State Program  | \$10,865,236       |
| MN    | Dakota County     | \$704,252          |
| MN    | Duluth            | \$1,162,800        |
| MN    | Hennepin County   | \$993,011          |
| MN    | Minneapolis       | \$5,520,902        |
| MN    | St Louis County   | \$1,001,832        |
| MN    | St Paul           | \$3,298,163        |
| MO    | MO State Program  | \$12,011,262       |
| MO    | Kansas City       | \$3,628,139        |
| MO    | Springfield       | \$551,673          |
| MO    | St Joseph         | \$727,371          |
| MO    | St Louis          | \$8,156,188        |
| MO    | St Louis County   | \$2,188,751        |
| MP    | Northern Marianas | \$589,165          |
| MS    | Ms State Program  | \$13,348,427       |
| MS    | Jackson           | \$1,031,154        |
| MT    | MT State Program  | \$3,731,327        |
| NC    | NC State Program  | \$22,157,468       |
| NC    | Asheville         | \$509,460          |
| NC    | Charlotte         | \$1,930,217        |
| NC    | Durham            | \$789,101          |
| NC    | Fayetteville      | \$589,648          |
| NC    | Greensboro        | \$781,141          |
| NC    | Raleigh           | \$991,091          |
| NC    | Wake County       | \$582,164          |
| NC    | Winston-Salem     | \$748,097          |
| ND    | ND State Program  | \$2,582,637        |
| NE    | Ne State Program  | \$5,128,578        |
| NE    | Lincoln           | \$726,148          |
| NE    | Omaha             | \$2,017,088        |
| NH    | NH State Program  | \$4,612,322        |
| NH    | Manchester        | \$766,545          |
| NJ    | NJ State Program  | \$10,221,710       |
| NJ    | Atlantic City     | \$553,438          |
| NJ    | Atlantic County   | \$545,890          |
| NJ    | Bayonne           | \$779,080          |
| NJ    | Bergen County     | \$4,333,887        |
| NJ    | Burlington County | \$663,041          |
| NJ    | Camden            | \$1,149,122        |
| NJ    | Camden County     | \$1,057,935        |
| NJ    | Clifton           | \$581,485          |
| NJ    | East Orange       | \$693,362          |

| State | Grantee Name      | Allocation Amounts |
|-------|-------------------|--------------------|
| NJ    | Elizabeth         | \$839,604          |
| NJ    | Essex County      | \$2,520,882        |
| NJ    | Gloucester County | \$581,762          |
| NJ    | Hudson County     | \$1,535,992        |
| NJ    | Jersey City       | \$2,676,991        |
| NJ    | Middlesex County  | \$800,475          |
| NJ    | Monmouth County   | \$1,240,040        |
| NJ    | Morris County     | \$931,156          |
| NJ    | Newark            | \$3,533,348        |
| NJ    | Paterson          | \$1,184,137        |
| NJ    | Somerset County   | \$519,821          |
| NJ    | Trenton           | \$1,251,452        |
| NJ    | Union City        | \$555,355          |
| NJ    | Union County      | \$2,169,536        |
| NM    | Nm State Program  | \$6,778,653        |
| NM    | Albuquerque       | \$1,807,256        |
| NV    | NV State Program  | \$2,035,393        |
| NV    | Clark County      | \$2,595,173        |
| NV    | Las Vegas         | \$2,105,118        |
| NV    | North Las Vegas   | \$677,704          |
| NV    | Reno              | \$836,301          |
| NY    | NY State Program  | \$25,527,382       |
| NY    | Albany            | \$1,523,772        |
| NY    | Babylon Town      | \$526,925          |
| NY    | Binghamton        | \$955,655          |
| NY    | Buffalo           | \$6,594,081        |
| NY    | Dutchess County   | \$654,862          |
| NY    | Elmira            | \$560,951          |
| NY    | Erie County       | \$1,209,200        |
| NY    | Islip Town        | \$840,437          |
| NY    | Jamestown         | \$573,517          |
| NY    | Monroe County     | \$789,300          |
| NY    | Mount Vernon      | \$745,701          |
| NY    | Nassau County     | \$6,458,352        |
| NY    | New Rochelle      | \$686,935          |
| NY    | New York          | \$73,929,729       |
| NY    | Niagara Falls     | \$1,037,411        |
| NY    | Onondaga County   | \$897,454          |
| NY    | Orange County     | \$713,117          |
| NY    | Rochester         | \$3,954,235        |
| NY    | Rockland County   | \$860,643          |
| NY    | Schenectady       | \$1,048,938        |
| NY    | Suffolk County    | \$1,511,657        |
| NY    | Syracuse          | \$2,524,997        |
| NY    | Tonawanda Town    | \$772,574          |
| NY    | Troy              | \$845,286          |

| State | Grantee Name       | Allocation Amounts |
|-------|--------------------|--------------------|
| NY    | Union Town         | \$578,661          |
| NY    | Utica              | \$1,192,417        |
| NY    | Westchester County | \$2,373,791        |
| NY    | Yonkers            | \$1,533,003        |
| OH    | OH State Program   | \$26,205,724       |
| OH    | Akron              | \$2,790,522        |
| OH    | Canton             | \$1,183,577        |
| OH    | Cincinnati         | \$5,339,182        |
| OH    | Cleveland          | \$9,801,913        |
| OH    | Cleveland Heights  | \$715,677          |
| OH    | Columbus           | \$2,642,649        |
| OH    | Cuyahoga County    | \$1,552,324        |
| OH    | Dayton             | \$2,595,505        |
| OH    | Franklin County    | \$746,920          |
| OH    | Hamilton City      | \$605,828          |
| OH    | Hamilton County    | \$1,396,621        |
| OH    | Lake County        | \$575,083          |
| OH    | Lakewood           | \$902,439          |
| OH    | Lima               | \$506,015          |
| OH    | Lorain             | \$502,230          |
| OH    | Montgomery County  | \$759,496          |
| OH    | Springfield        | \$815,869          |
| OH    | Stark County       | \$589,412          |
| OH    | Toledo             | \$3,275,494        |
| OH    | Warren             | \$541,184          |
| OH    | Youngstown         | \$1,610,332        |
| OK    | OK State Program   | \$8,101,391        |
| OK    | Oklahoma City      | \$2,161,404        |
| OK    | Tulsa              | \$1,513,504        |
| OK    | Tulsa County       | \$521,635          |
| OR    | OR State Program   | \$7,873,436        |
| OR    | Clackamas County   | \$871,505          |
| OR    | Eugene             | \$567,404          |
| OR    | Portland           | \$4,172,282        |
| OR    | Salem              | \$597,562          |
| OR    | Washington County  | \$824,990          |
| PA    | PA State Program   | \$23,411,484       |
| PA    | Allegheny County   | \$6,714,064        |
| PA    | Allentown          | \$1,129,049        |
| PA    | Altoona            | \$819,718          |
| PA    | Beaver County      | \$1,596,719        |
| PA    | Berks County       | \$1,109,659        |
| PA    | Bethlehem          | \$687,480          |
| PA    | Bucks County       | \$975,905          |
| PA    | Chester            | \$586,664          |
| PA    | Chester County     | \$1,130,871        |

| State | Grantee Name            | Allocation Amounts |
|-------|-------------------------|--------------------|
| PA    | Cumberland County       | \$558,742          |
| PA    | Dauphin County          | \$621,187          |
| PA    | Delaware County         | \$1,700,587        |
| PA    | Erie                    | \$1,458,364        |
| PA    | Harrisburg              | \$855,478          |
| PA    | Johnstown               | \$644,490          |
| PA    | Lancaster               | \$738,012          |
| PA    | Lancaster County        | \$1,382,274        |
| PA    | Lehigh County           | \$574,614          |
| PA    | Luzerne County          | \$2,057,026        |
| PA    | Mckeesport              | \$500,957          |
| PA    | Montgomery County       | \$1,514,639        |
| PA    | Northampton County      | \$738,192          |
| PA    | Philadelphia            | \$21,486,240       |
| PA    | Pittsburgh              | \$6,848,936        |
| PA    | Reading                 | \$1,267,021        |
| PA    | Scranton                | \$1,401,868        |
| PA    | Upper Darby             | \$797,813          |
| PA    | Washington County       | \$1,762,094        |
| PA    | Westmoreland County     | \$1,832,195        |
| PA    | Wilkes-Barre            | \$794,109          |
| PA    | Williamsport            | \$518,859          |
| PA    | York                    | \$693,600          |
| PA    | York County             | \$1,074,741        |
| PR    | PR State Program        | \$20,835,644       |
| PR    | Aguadilla Municipio     | \$764,657          |
| PR    | Arecibo Municipio       | \$1,124,937        |
| PR    | Bayamon Municipio       | \$1,874,802        |
| PR    | Cabo Rojo Municipio     | \$509,023          |
| PR    | Caguas Municipio        | \$1,390,581        |
| PR    | Canovanas Municipio     | \$548,313          |
| PR    | Carolina Municipio      | \$1,596,195        |
| PR    | Cayey Municipio         | \$536,499          |
| PR    | Guayama Municipio       | \$506,041          |
| PR    | Guaynabo Municipio      | \$786,550          |
| PR    | Humacao Municipio       | \$642,921          |
| PR    | Isabela Municipio       | \$537,621          |
| PR    | Juana Diaz Municipio    | \$651,677          |
| PR    | Manati Municipio        | \$542,285          |
| PR    | Mayaguez Municipio      | \$1,168,388        |
| PR    | Ponce Municipio         | \$2,118,806        |
| PR    | Rio Grande Municipio    | \$587,542          |
| PR    | San Juan Municipio      | \$4,253,787        |
| PR    | San Sebastian Municipio | \$568,040          |
| PR    | Toa Alta Municipio      | \$635,194          |
| PR    | Toa Baja Municipio      | \$871,335          |

| State | Grantee Name            | Allocation Amounts |
|-------|-------------------------|--------------------|
| PR    | Trujillo Alto Municipio | \$643,815          |
| PR    | Vega Baja Municipio     | \$706,348          |
| PR    | Yauco Municipio         | \$601,387          |
| RI    | RI State Program        | \$3,282,670        |
| RI    | Pawtucket               | \$845,934          |
| RI    | Providence              | \$2,303,402        |
| RI    | Woonsocket              | \$545,802          |
| SC    | SC State Program        | \$11,136,176       |
| SC    | Charleston County       | \$831,125          |
| SC    | Columbia                | \$524,731          |
| SC    | Greenville County       | \$984,729          |
| SC    | Horry County            | \$622,075          |
| SC    | Lexington County        | \$588,970          |
| SC    | Richland County         | \$568,201          |
| SC    | Spartanburg County      | \$532,752          |
| SD    | SD State Program        | \$3,254,060        |
| TN    | TN State Program        | \$13,467,433       |
| TN    | Chattanooga             | \$712,946          |
| TN    | Knoxville               | \$771,803          |
| TN    | Memphis                 | \$3,329,685        |
| TN    | Nashville-Davidson      | \$2,012,994        |
| TX    | TX State Program        | \$41,472,772       |
| TX    | Amarillo                | \$739,071          |
| TX    | Arlington               | \$1,304,792        |
| TX    | Austin                  | \$3,062,820        |
| TX    | Beaumont                | \$741,325          |
| TX    | Bexar County            | \$701,160          |
| TX    | Brazoria County         | \$707,747          |
| TX    | Brownsville             | \$1,347,839        |
| TX    | Corpus Christi          | \$1,393,181        |
| TX    | Dallas                  | \$7,187,357        |
| TX    | Dallas County           | \$866,753          |
| TX    | El Paso                 | \$3,492,976        |
| TX    | Fort Bend County        | \$777,971          |
| TX    | Fort Worth              | \$2,746,929        |
| TX    | Galveston               | \$585,604          |
| TX    | Garland                 | \$858,997          |
| TX    | Grand Prairie           | \$569,746          |
| TX    | Harris County           | \$4,463,961        |
| TX    | Hidalgo County          | \$3,463,905        |
| TX    | Houston                 | \$12,375,861       |
| TX    | Irving                  | \$930,680          |
| TX    | Laredo                  | \$1,490,976        |
| TX    | Lubbock                 | \$947,453          |
| TX    | Mc Allen                | \$733,518          |
| TX    | Montgomery County       | \$741,614          |

| State | Grantee Name          | Allocation Amounts |
|-------|-----------------------|--------------------|
| TX    | Pasadena              | \$790,214          |
| TX    | Plano                 | \$509,050          |
| TX    | Port Arthur           | \$564,089          |
| TX    | San Antonio           | \$5,974,286        |
| TX    | Tarrant County        | \$1,156,125        |
| TX    | Waco                  | \$685,599          |
| TX    | Wichita Falls         | \$583,425          |
| UT    | UT State Program      | \$5,021,811        |
| UT    | Provo                 | \$700,321          |
| UT    | Salt Lake City        | \$1,680,347        |
| UT    | Salt Lake County      | \$1,005,916        |
| VA    | VA State Program      | \$11,389,160       |
| VA    | Alexandria            | \$512,214          |
| VA    | Arlington County      | \$728,367          |
| VA    | Chesapeake            | \$507,406          |
| VA    | Chesterfield County   | \$515,089          |
| VA    | Fairfax County        | \$2,462,398        |
| VA    | Henrico County        | \$603,481          |
| VA    | Newport News          | \$659,087          |
| VA    | Norfolk               | \$2,097,079        |
| VA    | Portsmouth            | \$724,490          |
| VA    | Prince William County | \$789,775          |
| VA    | Richmond              | \$2,044,088        |
| VA    | Roanoke               | \$766,017          |
| VA    | Virginia Beach        | \$1,010,599        |
| VI    | Virgin Islands        | \$775,978          |
| VT    | VT State Program      | \$3,398,824        |
| WA    | WA State Program      | \$11,126,387       |
| WA    | Clark County          | \$559,180          |
| WA    | King County           | \$1,863,675        |
| WA    | Pierce County         | \$1,224,641        |
| WA    | Seattle               | \$4,993,052        |
| WA    | Snohomish County      | \$1,262,714        |
| WA    | Spokane               | \$1,564,373        |
| WA    | Spokane County        | \$622,278          |
| WA    | Tacoma                | \$1,182,824        |
| WA    | Vancouver             | \$549,529          |
| WI    | WI State Program      | \$17,101,862       |
| WI    | Madison               | \$817,092          |
| WI    | Milwaukee             | \$6,912,159        |
| WI    | Milwaukee County      | \$712,755          |
| WI    | Racine                | \$817,554          |
| WI    | West Allis            | \$574,434          |
| WV    | WV State Program      | \$7,977,649        |
| WV    | Charleston            | \$760,168          |
| WV    | Huntington            | \$854,337          |



### Appendix B: Comparison of ESG and HPRP

|                                | <b>Emergency Shelter Grants (ESG) Program</b>  | <b>Homelessness Prevention and Rapid Re-Housing Program (HPRP)</b>  |
|--------------------------------|--|---|
| <b>Amount Available</b>        | <ul style="list-style-type: none"> <li>• \$160 million in FY 2009</li> </ul>   | <ul style="list-style-type: none"> <li>• \$1.5 billion one-time appropriation</li> </ul>  |
| <b>Eligible Grantees</b>       | <ul style="list-style-type: none"> <li>• States (51, including Puerto Rico)</li> <li>• Metropolitan cities (203 in FY 2009) and urban counties (102 in FY 2009)</li> <li>• Total number of grantees (including 4 territories): 360</li> </ul>  | <ul style="list-style-type: none"> <li>• States (51, including Puerto Rico)</li> <li>• Metropolitan cities (337) and urban counties (148)</li> <li>• Total number of grantees (including 4 territories): 540</li> </ul>   |
| <b>Eligible Sub-Recipients</b> | <ul style="list-style-type: none"> <li>• Territories and local government grantees may provide ESG funds for projects operated by their own agencies and private non-profit organizations.</li> <li>• State grantees must provide all funds to local governments or private non-profit organizations acting as sub-recipients.</li> </ul>  | <ul style="list-style-type: none"> <li>• Territories and local government grantees may provide HPRP funds for projects operated by their own agencies, other local governments, and private non-profit organizations.</li> <li>• State grantees must provide all funds to local governments or private non-profit organizations, except for a reasonable portion of funds for administrative costs.</li> </ul>  |
| <b>Eligible Activities</b>     | <ul style="list-style-type: none"> <li>• Renovation, major rehabilitation, or conversion of a building to a shelter.</li> <li>• Essential Services (limited to 30 percent of grant, can be waived).</li> <li>• Operations of homeless shelters (staff salaries for operations management limited to 10 percent of grant).</li> <li>• Homelessness Prevention, including short-term mortgage/rent, short-term utilities, security deposits, first month's rent, landlord-tenant mediation, tenant legal services (limited by law to 30 percent of grant).</li> <li>• Administration (limited to 5 percent of grant).</li> </ul> | <ul style="list-style-type: none"> <li>• Financial assistance, including short-term rental assistance (up to 3 months) and medium-term rental assistance (up to 18 months), security deposits, utility deposits, utility payments, moving costs, and hotel/motel vouchers.</li> <li>• Housing relocation and stabilization services, including case management, outreach, housing search and placement, legal services, and credit repair.</li> <li>• Data collection and evaluation, including HMIS costs.</li> <li>• Administration (limited to 5 percent of grant).</li> </ul> |

|                                      |  |  |
|--------------------------------------|--|--|
| <b>Eligible Program Participants</b> | <ul style="list-style-type: none"> <li>• Homeless persons</li> <li>• Persons at risk of becoming homeless who must meet four specific criteria to receive homelessness prevention assistance:               <ul style="list-style-type: none"> <li>- The inability of the family to make the required payments is due to a sudden reduction in income;</li> <li>- The assistance is necessary to avoid the eviction or termination of services;</li> <li>- There is a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and</li> <li>- The assistance will not supplant funding for pre-existing homelessness prevention activities from other sources.</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Homeless persons and persons at risk of becoming homeless, who meet the following three criteria:               <ul style="list-style-type: none"> <li>- Any individual or family receiving rental assistance must have at least an initial consultation with a case manager to determine need.</li> <li>- Household must be at or below 50 percent of Area Median Income (AMI)</li> <li>- Household must meet both of the following circumstances:                   <ul style="list-style-type: none"> <li>(1) no appropriate subsequent housing options have been identified; AND</li> <li>(2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.</li> </ul> </li> </ul> </li> </ul> |
| <b>Allocation Formula</b>            | <ul style="list-style-type: none"> <li>• Based on the previous year's Community Development Block Grants (CDBG) formula, with minimum grant allocation at 0.05 percent of the total. Territories receive 0.2 percent of the total ESG allocation.</li> </ul>   | <ul style="list-style-type: none"> <li>• Based on FY2008 CDBG formula; minimum grant allocation set by HUD Secretary at \$500,000.</li> </ul>  |
| <b>Match</b>                         | <ul style="list-style-type: none"> <li>• Match grant funds with an equal amount of funds from cash or in-kind sources, with states exempt from matching the first \$100,000 of their awards.</li> </ul>  | <ul style="list-style-type: none"> <li>• No match is required for HPRP.</li> </ul>   |
| <b>Expenditure Deadlines</b>         | <ul style="list-style-type: none"> <li>• Local government: spend all ESG grant funds within 24 months of grant award.</li> <li>• State grantees: make grant funds available to subrecipients within 65 days of the grant award by HUD with obligation by 180 days of availability from the state, and spent within 2 years of grant award.</li> </ul>  | <ul style="list-style-type: none"> <li>• All grantees must spend at least 60 percent of funds within 2 years of the date that HUD signs the grant agreement, and 100 percent of funds within 3 years of this date.</li> <li>• HUD may recapture unexpended funds in violation of the 2-year expenditure requirement and reallocate such funds to grantees in</li> </ul>  |

|  |  |   |
|--|--|---|
|  | State prevention funds should be available within 180 days, and obligated and spent within 30 days, and 180 days respectively.   | compliance with that requirement.   |
| <b>Reporting and Access of Program Funding</b> | <ul style="list-style-type: none"> <li>• Integrated Disbursement and Information System (IDIS): Request ESG payments and report accomplishments</li> <li>• HMIS: Collect beneficiary data</li> <li>• Consolidated Annual Performance and Evaluation Reporting (CAPER)</li> </ul> | <ul style="list-style-type: none"> <li>• IDIS: Request HPRP payments and report accomplishments</li> <li>• HMIS: Collect data on use of funds and persons served</li> <li>• Quarterly reporting required by Recovery Act: HUD will establish requirements pursuant to direction by OMB</li> </ul> |

**Appendix C: Habitability Standards for HPRP**

Organizations providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Following are the habitability standards that grantees must follow:

(a) State and local requirements. Each grantee or subgrantee under this Notice must ensure that housing occupied by a family or individual receiving HPRP assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.

(b) Habitability standards. Except for less stringent variations as are proposed by the grantee or subgrantee and approved by HUD, housing occupied by a family or individual receiving HPRP assistance must meet the following minimum requirements:

(1) Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

(2) Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(3) Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(4) Interior air quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(5) Water supply. The water supply must be free from contamination.

(6) Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(7) Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

(9) Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

(11) Fire safety.

(i) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(ii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

**Appendix D: Special Grant or Subgrant Conditions for “High-Risk” Grantees**

(a) A grantee or subgrantee may be considered high risk if HUD determines that a grantee or subgrantee:

- (1) Has a history of unsatisfactory performance, or
- (2) Is not financially stable, or
- (3) Has a management system which does not meet the management standards set forth in this part, or
- (4) Has not conformed to terms and conditions of previous awards, or
- (5) Is otherwise not responsible; and if the awarding agency determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

(b) Special conditions or restrictions may include:

- (1) Payment on a reimbursement basis;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- (3) Requiring additional, more detailed financial reports;
- (4) Additional monitoring;
- (5) Requiring the grantee or subgrantee to obtain technical or management assistance; or
- (6) Establishing additional prior approvals.

(c) If an awarding agency decides to impose such conditions, the awarding official will notify the grantee or subgrantee as early as possible, in writing, of:

- (1) The nature of the special conditions/restrictions;
- (2) The reason(s) for imposing them;

- (3) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- (4) The method of requesting reconsideration of the conditions/restrictions imposed.

## EXHIBIT H-2

### DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5307-N-02]

**Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009; Corrections and Clarifications**

**AGENCY:** Office of the Assistant Secretary for Community Planning and Development, HUD

**ACTION:** Notice of corrections and clarifications

**EFFECTIVE DATE:** These corrections are effective as of June 8, 2009.

**SUMMARY:** This notice makes clarifying and other corrections to the Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009 (Notice), which the Department of Housing and Urban Development (HUD) posted on its website on March 19, 2009. These corrections include: (1) a revision of the time period for HUD's review of HPRP applications, (2) the addition of a provision for waiving non-statutory requirements in the Notice, (3) the identification of the District of Columbia as a metropolitan city, (4) a clarification of the maximum number of months for which a program participant may receive housing relocation and stabilization services, (5) an extension of the timeframe for incurring eligible pre-award costs, and (6) a revision of the timeframe for drawing down funds for eligible costs incurred during the grant period. A revised version of the Notice, which incorporates these corrections, will be posted on the HUD Homelessness Resource Exchange at: [www.hudhre.info](http://www.hudhre.info).

**SUPPLEMENTARY INFORMATION:**

1. The first two sentences of section E of the Overview Information on page 2 of the Notice are revised to read as follows:



Substantial amendments submitted pursuant to this Notice must be postmarked to HUD no later than 60 days from the date of publication of this Notice. HUD will complete its review of all correctly completed substantial amendments within 45 days of receipt.

2. Section F.2.c. of the Overview Information on page 3 of the Notice is revised to read as follows:

Each substantial amendment submitted to HUD will be subject to the approval process set forth in 24 CFR 91.500, except that: HUD will approve or disapprove the substantial amendment within 45 days of receipt; jurisdictions with disapproved substantial amendments may revise and resubmit a substantial amendment within 15 days after HUD sends the first notification of its disapproval; and HUD will approve or disapprove the revised substantial amendment within 15 days of receiving the resubmission.

3. The following paragraph is added as paragraph 4 of Section I.A. of the Notice:

The requirements in this Notice may be waived in the same manner as regulatory requirements. Grantees must submit a written request to HUD. Upon a determination of good cause, the Assistant Secretary for Community Planning and Development may, subject to statutory limitations, waive any provision of this Notice. Each waiver must be in writing and must specify the grounds for approving the waiver.

4. The following sentence is added to the end of the definition of *metropolitan city* in Section I.B. of the Notice:

This includes the District of Columbia.

5. The first sentence of Section III.B. of the Notice is revised to read as follows:

Metropolitan cities (including the District of Columbia), urban counties, and territories, or an agency of those governments, may directly carry out eligible activities, or may distribute all or part of their grant amounts to private non-profit organizations to carry out HPRP activities.

6. The following sentence is added after the second sentence of Section IV.A.2. of the Notice:

Each program participant may receive housing relocation and stabilization services for up to 18 months.

7. The last two sentences of Section IV.A.4.b. of the Notice are revised to read as follows:

Eligible pre-award costs that grantees may incur are costs that are directly related to preparing the application for submission to HUD or participating in HUD-sponsored HPRP training, starting with the publication of this Notice and ending with the execution of the grant agreement. This includes, but is not limited to, staff costs for preparing the substantial amendment and publication, other costs related to the public comment process, or reasonable travel and accommodation costs related to participation in HUD-sponsored HPRP training.

8. The last sentence of Section IV.A.4.c. of the Notice is revised to read as follows:

In addition, all administrative costs must be incurred prior to the 3-year expenditure deadline (described in Section V.A.2).

9. The second sentence of Section IV.F.1. of the Notice is revised to read as follows:

HUD will notify the grantee within 45 days of receipt that either the application was accepted or it did not meet the requirements of this Notice.

10. Section V.A.2 of the Notice is revised to read as follows:

Expenditure. Each grantee must draw down 60 percent of its HPRP grant funds within 2 years of the date that HUD signed the grant agreement, and must expend 100 percent of its funds within 3 years of this date. If a grantee cannot spend 60 percent of its grant funds within 2 years of the date that HUD signed the grant agreement, HUD may reallocate the grantee's funds. See Section II.B.2 of this Notice for the process of reallocation. Grantees may continue to draw down funds for up to 90 days after the grant period ends, provided that these funds are used to pay for eligible costs that were incurred before the 3-year expenditure deadline. Any costs incurred after the 3-year deadline, including administrative costs, are not eligible HPRP costs.

11. The third bullet under Section V.J. of the Notice is revised to read as follows:

HUD expedites review, completing all reviews not requiring additional information from the grantee within 45 days of receipt of the substantial amendment;

12. The following bullet is added to the end of Section V.J. of the Notice:

Grantees will have up to 90 days after the 3-year expenditure deadline to draw down funds for eligible HPRP costs incurred during the 3-year grant period.

13. The last sentence of Section VII.G. of the Notice is removed.

**FOR MORE INFORMATION:** Grantees may contact the HUD Field Office serving their area, at the telephone number referred to in the HPRP Notice. In addition, applicants are strongly encouraged to send questions regarding this Notice to HUD's Virtual Help Desk located at <http://www.hudhre.info/index.cfm?do=viewHPRPIssue>.

**AUTHORITY:** Section 7(d) of the Department of HUD Act, 42 U.S.C. 3535(d), and the provisions under the Homelessness Prevention Fund heading of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 123 Stat. 115, 221-222 (Feb. 17, 2009).

Dated: JUN - 8 2009

A handwritten signature in dark ink, appearing to read "Nelson R. Bregón", written over a horizontal line.

Nelson R. Bregón, General Deputy Assistant  
Secretary, Office of Community Planning and  
Development

[FR-5307-N-02]